

|   |   |                            |
|---|---|----------------------------|
|   | ) | Chapter 11                 |
| In re:  | ) |                            |
|   | ) | Case No. 18-50757          |
| FIRSTENERGY SOLUTIONS CORP., <i>et al.</i> , <sup>1</sup> | ) | (Jointly Administered)     |
|   | ) |                            |
| Debtors.  | ) |                            |
|   | ) | Hon. Judge Alan M. Koschik |
|   | ) |                            |

FirstEnergy Solutions Corp. and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), file this application (the “Application”) for entry of an order, substantially in the form of **Exhibit C** hereto (the “Proposed Order”), pursuant to section 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), authorizing, but not directing, the Debtors to (i) retain Alvarez & Marsal North America, LLC (“A&M”) to provide the Debtors with a Chief Restructuring Officer (“CRO”) and certain Additional Personnel (as defined below) and (ii) designate Charles Moore as the Debtor’s CRO, *nunc pro tunc* to the Petition Date (as defined below). In support of the Application, the Debtors rely on the Declaration of Charles

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Moore (the “Moore Declaration”), annexed hereto as **Exhibit B**, and respectfully represent as follows:

### **BACKGROUND**

1. On March 31, 2018 (the “Petition Date”), each of the Debtors filed a voluntary petition with the Court under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their property as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have requested joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Court has not appointed a trustee and the Office of the United States Trustee for the Northern District of Ohio (the “US Trustee”) has not yet formed any official committees in these chapter 11 cases.

2. Debtor FirstEnergy Solutions Corp. (“FES”), an Ohio corporation, is the parent company for Debtors FE Aircraft Leasing Corp. (“FEALC”), an Ohio corporation, FirstEnergy Generation, LLC (“FG”), an Ohio limited liability company, and FirstEnergy Nuclear Generation, LLC (“NG”), an Ohio limited liability company. Debtor FG is the parent company for Debtors FirstEnergy Generation Mansfield Unit 1 Corp. (“FGMUC”), an Ohio corporation, and Norton Energy Storage L.L.C. (“NES”), a Delaware limited liability company.<sup>2</sup> Debtor FirstEnergy Nuclear Operating Company (“FENOC”), an Ohio corporation, is an affiliate of FES. Non-Debtor FirstEnergy Corp. (“FE Corp.”), an Ohio corporation, is the parent company of FES and FENOC and the ultimate parent company for

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<sup>2</sup> FG also owns a 99% limited partnership interest in Nautica Phase 2 Limited Partnership, which has \$10 million in outstanding debt.

each of the Debtors in these chapter 11 cases and certain of FE Corp.'s non-Debtor affiliates (collectively, "FirstEnergy" or "FirstEnergy Group").

3. The facts and circumstances supporting this Application, along with a detailed discussion of the Debtors' business operation and capital structure, are set forth in the *Declaration of Donald R. Schneider, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration").

### **JURISDICTION**

4. This Court has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

### **RELIEF REQUESTED**

5. By this Application, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors request entry of an order, substantially in the form of **Exhibit C** annexed hereto, authorizing, but not directing, the Debtors to (i) retain A&M to provide the Debtors with a CRO and certain Additional Personnel (as described below) and (ii) designate Charles Moore as the Debtors' CRO, *nunc pro tunc* to the Petition Date.

6. Charles Moore will serve as the CRO to assist the Debtors with their reorganization efforts and their chapter 11 cases (the "Chapter 11 Cases"), as further described below. A&M will provide additional employees of it and its professional service provider affiliates (all of which are wholly-owned by its parent company and employees) ("Additional Personnel" and, collectively with the CRO, the "Engagement Personnel") as necessary to assist the CRO in the execution of the duties set forth more fully herein.

## **RETENTION OF A&M**

7. In consideration of the size and complexity of their business, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced restructuring managers will substantially enhance their attempts to maximize the value of their estates. The Engagement Personnel are well qualified to act on the Debtors' behalf given their extensive knowledge and expertise with respect to chapter 11 proceedings.

8. The Engagement Personnel specialize in interim management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or validating forecasts and business plans and related assessments of a business's strategic position; monitoring and managing cash, cash flow, and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

9. Further, A&M has provided similar services and personnel in recent cases in the energy industry as well as other industries. *See, e.g., In re Ameriforge Grp. Inc.*, No. 17-32660 (DRJ) (Bankr. S.D. Tex. June 9, 2017) [Docket No. 169]; *In re Azure Midstream Partners, LP*, No. 17-30461 (DRJ) (Bankr. S.D. Tex. Mar. 10, 2017) [Docket No. 146]; *In re Erickson Inc.*, No. 16-34393 (HDH) (Bankr. N.D. Tex. Dec. 16, 2016) [Docket No. 192]; *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex. June 23, 2016) [Docket No. 289]; *In re Southcross Holdings LP*, No. 16-20111 (MI) (Bankr. S.D. Tex. May 6, 2016) [Docket No. 229]; *In re Swift Energy Co.*, No. 15-12670 (MFW) (Bankr. D. Del. Feb. 1, 2016) [Docket No. 217]; *In re Magnum Hunter Res. Corp.*, No. 15-12533 (KG) (Bankr. D.

Del. Jan. 28, 2016) [Docket No. 426]; *In re Offshore Grp. Inv. Ltd.*, No. 15- 12422 (BLS) (Bankr. D. Del. Jan. 5, 2016) [Docket No. 133]; *In re Samson Res. Corp.*, No. 15-11934 (BLS) (Bankr. D. Del. Jan. 5, 2016) [Docket No. 549]; *In re Energy Future Holdings Corp.*, Case No. 14-10979 (CCS) (Bankr. D. Del. Sept. 16, 2014) [Docket No. 2055]; *In re Payless Holdings LLC*, Case No. 17-42267 (KAS) (Bankr. E.D. Mo. May 16, 2017) [Docket No. 768]; *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (LSS) (Bankr. D. Del. Oct. 12, 2016) [Docket No. 230].

10. Charles Moore is a managing director of A&M. He has nearly twenty-five years of experience providing turnaround consulting and advisory services to organizations in a variety of industries. Mr. Moore has substantial knowledge and experience serving either in senior management positions or as a restructuring advisor in large organizations and in assisting troubled companies with stabilizing their financial condition, analyzing their operations and developing an appropriate business plan to accomplish the necessary restructuring of their operations and finances. Specifically, Mr. Moore has served as CRO, for, among others, The Budd Company, Cynergy Data and National Real Estate Information Services. Additionally, Mr. Moore served as Chief Restructuring Advisor to Greektown Casino-Hotel during its chapter 11 proceeding and as Lead Operational Restructuring Advisor to the City of Detroit during its Chapter 9 proceeding.

11. In addition, A&M and the CRO are intimately familiar with the Debtors' businesses, financial affairs, and capital structure. Since A&M's initial engagement by the Company on November 16, 2016, the Engagement Personnel have worked closely with the Debtors' management and other professionals in assisting with the myriad requirements of these Chapter 11 Cases.

12. Consequently, the Debtors believe that A&M has developed significant relevant experience and expertise regarding the Debtors, their operations and the unique circumstances of these cases. For these reasons, A&M is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these cases. Accordingly, the Debtors submit that the retention of A&M and the designation of Charles Moore as CRO on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

#### **SCOPE OF SERVICES**

13. Subject to approval by the Court, the Debtors propose to retain A&M, to provide Charles Moore as CRO, and to provide the Additional Personnel on the terms and conditions set forth in the engagement letter, dated March 31, 2018 (which superseded the previously executed engagement letter, dated November 16, 2016), attached hereto as **Exhibit A** (the "Engagement Letter")<sup>3</sup>, except as otherwise explicitly set forth herein or in any order granting this Application.

14. Among other things, the Engagement Personnel will support the Debtors with respect to:

- (a) The CRO, with the assistance of the Additional Personnel and in cooperation with the President, Chief Financial Officer ("CFO"), Chief Nuclear Officer ("CNO") and other applicable officers of the Debtors, shall perform a financial review of the Debtors' businesses, including, but not limited to, a review and assessment of financial information, short and long-term

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<sup>3</sup> The summaries of the Engagement Letter (and indemnification agreement attached thereto) contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

projected cash flows and operating performance (collectively, the “Financial Review”);

- (b) The Engagement Personnel, together and in cooperation with the President, CFO, CNO and other applicable officers of the Debtors, shall seek to identify and, if applicable, implement, cost reduction and operations improvement opportunities;
- (c) The Engagement Personnel will assist with the development and implementation of cash management strategies, tactics and processes and work with the Debtors’ treasury department and other professionals and coordinate the activities of the representatives of other constituencies in the cash management process;
- (d) The Engagement Personnel, together with the President, CFO, CNO, other officers of the Debtors, and the Debtors’ investment bankers and other engaged professionals, shall develop restructuring plans or strategic alternatives to be presented to the Boards, including planning activities necessary to implement such options, and present such findings and recommendations regarding the appropriate restructuring path to the Boards;
- (e) The CRO will serve as the Debtors’ principal contact with the Debtors’ stakeholders with respect to the Debtors’ restructuring matters, and shall act as contact for any official statutory or ad hoc committee that may be appointed in a chapter 11 case;
- (f) The Engagement Personnel shall assist in the performance of cost/benefit analyses related to executory contracts and the assumption/rejection of each;
- (g) The Engagement Personnel shall assist in discussions with and provide information to potential investors, secured creditors, official committees, ad-hoc committees, the Office of the United States Trustee for the Northern District of Ohio (the “U.S. Trustee”) as required;
- (h) The Engagement Personnel will assist the Debtors finance staff in managing the administrative requirements of the Bankruptcy Code, including assisting with development of bankruptcy schedules and statement of financial affairs, monthly operating reports and other post-petition reporting requirements and assisting with claim reconciliation efforts;

- (i) The Engagement Personnel, at the direction of the Debtors and counsel, will assist with the analysis and investigation of potential claims and causes of action (“Dispute & Investigations Services”);
- (j) The Engagement Personnel will assist in the development and implementation of key employee compensation and other critical employee benefit programs and provide court testimony in support thereof; and
- (k) The Engagement Personnel shall perform such other services as requested or directed by the Boards or other Debtors’ personnel as authorized by the Boards, and agreed to by A&M, that is not duplicative of work others are performing for the Debtors.

15. These services are necessary to enable the Debtors to maximize the value of their estates and successfully complete their restructuring.

#### **A&M’S DISINTERESTEDNESS**

16. To the best of the Debtors’ knowledge, information, and belief, other than as set forth in the Declaration of Charles Moore (the “Moore Declaration”), A&M: (i) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; and (i) does not hold any interest adverse to the Debtors’ estates.

17. Although the Debtors submit that the retention of A&M is not governed by section 327 of the Bankruptcy Code, the Debtors attach the Moore Declaration, which discloses, among other things, any relationship that A&M, Mr. Moore or any individual member of the Additional Personnel has with the Debtors, their significant creditors, or other significant parties in interest known to A&M. Based upon the Moore Declaration, the



Debtors submit that A&M is a “disinterested person” as that term is defined by section 101(14) of the Bankruptcy Code.

18. In addition, as set forth in the Moore Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

### **TERMS OF RETENTION**

#### **B. Compensation**

19. Subject to approval by the Court, the Debtors propose to employ and retain A&M to serve as the Debtors’ restructuring advisor on the terms and conditions set forth in the Engagement Letter.

20. In accordance with the terms of the Engagement Letter, A&M will receive a monthly fee for the services of the CRO of \$150,000 per month (“Monthly Fee”) payable as set forth in the Engagement Letter. A&M will also be paid by the Debtors for the services of the Additional Personnel at their customary hourly billing rates which shall be subject to the following ranges.

#### **Restructuring Services**

- |     |                   |               |
|-----|-------------------|---------------|
| (a) | Managing Director | \$850 - 1,050 |
| (b) | Director          | \$650 - 800   |
| (c) | Associate/Analyst | \$400 – 625   |

Claims Management Services

- |     |                   |           |
|-----|-------------------|-----------|
| (a) | Managing Director | \$750–875 |
| (b) | Directors         | \$575–725 |
| (c) | Consultants       | \$450–550 |
| (d) | Analysts          | \$375–425 |

Dispute & Investigations Services

- |     |                     |           |
|-----|---------------------|-----------|
| (a) | Managing Directors  | \$750-950 |
| (b) | Directors           | \$500-750 |
| (c) | Analysts/Associates | \$275-475 |

21. Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally. A&M will cooperate with the Company's claims agent to ensure that any services provided by A&M's claims management personnel are not duplicative of work the claim agent retained by the Company is performing.

22. In addition to compensation for professional services rendered by Engagement Personnel, A&M will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including, but not limited to travel, lodging, computer research, and messenger and telephone charges.

23. In addition to the compensation described above, A&M will be entitled to a completion fee of \$3,000,000 payable upon the earlier of (a) the consummation of a Chapter 11 plan of reorganization or (b) the sale, transfer, or other disposition of all or a substantial portion of the assets or equity of the Company in one or more transactions.

24. As a material part of the consideration for which the Engagement Personnel have agreed to provide the services described herein, pursuant to the Engagement Letter

(including the indemnification agreement attached to and made a part of the Engagement Letter (the “Indemnification Agreement”), the Debtors have agreed to (a) indemnify the Engagement Personnel acting as officers to the same extent as the most favorable indemnification it extends to its officers and directors and to cover such Engagement Personnel under the Debtors’ director and officer liability policy and (b) indemnify and hold harmless A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives, and subcontractors (collectively, the “Indemnified Parties”) under certain circumstances.<sup>4</sup> The rights to indemnification shall survive the termination of these Chapter 11 Cases or any cases into which they may be converted.

25. The Debtors believe the indemnity provisions are a reasonable term and condition of A&M’s engagement and were, along with all terms of the Engagement Letter, negotiated by the Debtors and A&M at arm’s-length and in good faith. A&M and the Debtors believe that the indemnity provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to A&M and for comparable engagements, both in and out of court. The Debtors respectfully submit that the indemnification provisions contained in the Indemnification Agreement, viewed in conjunction with the other terms of A&M’s proposed retention, are reasonable and in the best

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<sup>4</sup> The Indemnification Agreement generally provides that the Debtors will indemnify and hold harmless A&M and the other Indemnified Parties (as defined in the Indemnification Agreement) from and against any losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel and others in investigating, preparing, or defending any action or claim caused by, relating to, based upon, or arising out of the Indemnified Party’s acceptance of or the performance or nonperformance of their obligations under the Engagement Letter. Notwithstanding the terms of the Indemnification Agreement, the Debtors and A&M have agreed, subject to the Court’s approval of this Application, that in no event shall an Indemnified Person be indemnified or receive contribution or other payment under the Indemnification Agreement if the Debtors, their estates or the statutory committee of unsecured creditors appointed in these Chapter 11 Cases assert a claim against an Indemnified Person and the Court determines by final order that such claim arose out of the bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence or willful misconduct on the part of that or any other Indemnified Person.

interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require A&M's services to successfully reorganize.

### **FEES AND REPORTING**

26. If the Court approves the relief requested herein, A&M will be retained to provide the Debtors with the Additional Personnel and Mr. Moore will be designated as the Debtors' CRO pursuant to section 363 of the Bankruptcy Code. Because A&M is not being employed as a professional under section 327 of the Code, A&M will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, A&M will file with the Court, and provide notice to the U.S. Trustee and all official committees (together with the U.S. Trustee, the "Notice Parties"), reports of compensation earned and expenses incurred on at least a quarterly basis. Such compensation and expenses shall be subject to Court review in the event that an objection is filed. In addition, A&M will file with the Court and provide the Notice Parties a report on staffing (the "Staffing Report") by the 20<sup>th</sup> of each month for the previous month, which report would include the names and tasks filled by all Engagement Personnel involved in this matter. The Staffing Report (and A&M's staffing for this matter) would be subject to review by the Court in the event so requested by any of the Notice Parties.

27. A&M received \$1,000,000 as a retainer in connection with preparing for and conducting the filing of these Chapter 11 cases, as described in the Engagement Letter. In the 90 days prior to the Petition Date, A&M received payments totaling approximately \$4,912,146 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date.

28. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first report filed regarding compensation earned and expenses incurred. The unapplied residual retainer, which is estimated to total approximately \$1,000,000, will not be segregated by A&M in a separate account, and will be held until the end of these Chapter 11 cases and applied to A&M's finally approved fees in these proceedings, unless an alternate arrangement is agreed to by the Debtors.

29. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth in the Engagement Letter are reasonable.

#### **DISPUTE RESOLUTION PROCEDURES**

30. The Debtors and A&M have agreed, subject to the Court's approval of this Application, that notwithstanding the Engagement Letter: (a) any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Application or the services provided by the Engagement Personnel to the Debtors as outlined in this Application, including any matter involving a successor in interest or agent of any of the Debtors or of A&M, shall be brought in this Court or the United States District Court for the Northern District of Ohio (the "District Court") (if the reference is withdrawn); (b) A&M, the Debtors, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole and exclusive forum (unless such courts do not have or retain jurisdiction over such claims or controversies) for the resolution of such claims, causes of

actions, or lawsuits; (c) A&M and the Debtors, and any and all successors and assigns thereof, waive trial by jury, such waiver being informed and freely made; (d) if this Court, or the District Court (if the reference is withdrawn), does not have or retain jurisdiction over the foregoing claims and controversies, A&M and the Debtors, and any and all successors and assigns thereof, will submit first to non-binding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures (as set forth in **Exhibit D** attached hereto); and (e) judgment on any arbitration award may be entered in any court having proper jurisdiction. By this Application, the Debtors seek approval of this agreement by the Court. Further, A&M and the Debtors have agreed not to raise or assert any defense based upon jurisdiction, venue, abstention or otherwise to the jurisdiction and venue of this Court or the District Court (if the reference is withdrawn) to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to this Application or the services provided hereunder.

#### **APPLICABLE AUTHORITY**

31. The Debtors seek approval of the employment of A&M pursuant to section 363 of the Bankruptcy Code, *nunc pro tunc* to the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

32. Under applicable case law, in this and other circuits, if a debtor’s proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable

business judgment on the part of the debtor, such use should be approved. *See, e.g., Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a §363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct”).

33. The retention of A&M and its professionals is a sound exercise of the Debtors’ business judgment. Mr. Moore has extensive experience as a senior officer and as an advisor for many troubled companies. The Debtors believe that the Engagement Personnel will provide services that benefit the Debtors’ estates and creditors. In light of the foregoing, the Debtors believe that the retention of A&M is appropriate and in the best interests of the Debtors and their estates and creditors.

34. The retention of interim corporate officers and other temporary employees, therefore, is proper under section 363 of the Bankruptcy Code. Numerous courts have approved relief similar to the relief requested in this Application. *See, e.g., In re Noranda Aluminum, Inc.*, No. 16-10083 (BSS) (Bankr. E.D. Mo. Mar. 17, 2016) [Docket No. 437] (authorizing debtors to retain Alvarez & Marsal and designating a chief restructuring officer); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. June 10, 2015) [Docket No. 272] (authorizing retention of advisory firm and designating a chief restructuring officer nunc pro tunc to petition date pursuant to sections 105(a) and 363(b) of the Bankruptcy Code); *In*

*re The Dolan Co.*, No. 14-10614 (BLS) (Bankr. D. Del. Apr. 15, 2014) [Docket No. 156] (same); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Dec. 16, 2013) [Docket No. 623] (authorizing retention of advisory firm and designating a chief restructuring officer); *In re Vertis Holdings, Inc.*, No. 12-12821 (CSS) (Bankr. D. Del. Nov. 20, 2012) [Docket No. 293] (authorizing retention of advisory firm and designating a chief restructuring officer nunc pro tunc to petition date pursuant to sections 105(a) and 363(b) of the Bankruptcy Code); *In re CHL, LTD.*, No. 12-12437 (KJC) (Bankr. D. Del. Sept. 24, 2012) [Docket No. 116] (same).

35. Based upon the foregoing, the Debtors submit that the retention of A&M, and the designation of Mr. Moore as CRO on the terms set forth herein and in the Engagement Letter, is essential, appropriate, and in the best interest of the Debtors' estates, creditors, and other parties in interest and should be granted in these Chapter 11 Cases.

#### **NOTICE**

36. No trustee, examiner or official committee has been appointed in the Debtors' chapter 11 cases. Notice of this Motion has been served on the following parties and/or their counsel, if known, via facsimile, overnight delivery, e-mail, and/or hand delivery: (a) the Office of the U.S. Trustee for the Northern District of Ohio; (b) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the Bank of New York Mellon Trust Company, N.A., in its capacity as indenture trustee under various indenture agreements; (d) counsel to UMB Bank, National Association, in its capacity as indenture trustee, paying agent, and collateral trustee under various indenture agreements, including, without limitation, certain pollution control revenue bond indentures and certain first mortgage bond indentures, and



trust agreements; (e) counsel to Wilmington Savings Fund Society, FSB, in its capacity as indenture trustee and pass through trustee under various indenture agreements and trust agreements in connection with the Bruce Mansfield Unit 1 sale-leaseback; (f) counsel to the Ad Hoc Group of Holders of the 6.85% Pass Through Certificates due 2034; (g) counsel to the ad hoc group of certain holders of (i) pollution control revenue bonds supported by notes issued by FG and NG and (ii) certain unsecured notes issued by FES (collectively, the “Ad Hoc Noteholder Group”); (h) counsel to FirstEnergy Corp.; (i) the District Director of the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the Office of the United States Attorney for the Northern District of Ohio; (l) the United States Environmental Protection Agency; (m) the Nuclear Regulatory Commission; (n) the United States Department of Energy; (o) the Federal Energy Regulatory Commission; (p) the Office of the Attorney General for Ohio; (q) the Office of the Attorney General for Pennsylvania; (r) the Office of the Attorney General for Illinois; (s) the Office of the Attorney General for Maryland; (t) the Office of the Attorney General for Michigan; (u) the Office of the Attorney General for New Jersey; (v) the National Association of Attorneys General; and (w) all other parties included in the General Service List not listed above. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

37. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: April 5, 2018

**Respectfully submitted,**

FIRSTENERGY SOLUTIONS CORP.

By: /s/ Donald A. Moul

Name: Donald A. Moul

Title: President, FES Generating Companies and  
Chief Nuclear Officer

FIRSTENERGY NUCLEAR OPERATING  
COMPANY

By: /s/ Donald A. Moul

Name: Donald A. Moul

Title: President and Chief Nuclear Officer

FIRSTENERGY NUCLEAR GENERATION, LLC

By: /s/ Donald A. Moul

Name: Donald A. Moul

Title: President and Chief Nuclear Officer

FIRSTENERGY GENERATION, LLC

By: /s/ Donald A. Moul

Name: Donald A. Moul

Title: President

FIRSTENERGY GENERATION MANSFIELD  
UNIT 1 CORP.

By: /s/ Donald A. Moul

Name: Donald A. Moul

Title: President

NORTON ENERGY STORAGE L.L.C.

By: FirstEnergy Generation, LLC, its Sole Member

By: /s/ Donald A. Moul

Name: Donald A. Moul

Title: President

FE AIRCRAFT LEASING CORP.

By: /s/ Donald R. Schneider

Name: Donald R. Schneider

Title: President

**Exhibit A**

**Engagement Letter**



March 31, 2018

Mr. Donald R. Schneider  
President  
First Energy Solutions Corp.  
341 White Pond Drive  
Akron, OH 44320

Mr. Donald A. Moul  
President and Chief Nuclear Officer  
FirstEnergy Nuclear Operating Company  
341 White Pond Drive  
Akron, OH 44320

Dear Messrs. Schneider and Moul

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC (“A&M”) and FirstEnergy Solutions Corp., its subsidiaries (collectively “FES”), FirstEnergy Nuclear Operating Company (“FENOC”) and their respective assigns and successors (jointly and severally, the “Company”), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below, (a) this letter will constitute an agreement between the Company and A&M (the “Agreement”) and (b) the prior engagement letter between A&M and the Company, dated November 16<sup>th</sup>, 2016 (“Prior Agreement”)<sup>1</sup>, shall be terminated in accordance with its terms.

1. Description of Services

- (a) Officers. In connection with this engagement, A&M shall make available to the Company:
  - (i) Charles M. Moore to serve as the Chief Restructuring Officer (the “CRO”); and
  - (ii) Upon the mutual agreement of A&M and the Company, A&M will provide additional employees of A&M and/or its affiliates and wholly-owned subsidiaries (“Additional Personnel”) as required (collectively, with the CRO, the (“Engagement Personnel”), to assist the CRO in the execution of the duties set forth more fully herein.

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<sup>1</sup> Including that certain amendment to the Prior Agreement dated February 21, 2017.

- (b) Duties. The Engagement Personnel, in cooperation with and at the direction of the Company's Presidents and Boards of Directors of FES and FENOC (the "Boards" and collectively with the President, the "Responsible Officers") shall, as necessary, have the following duties and responsibilities:
- (i) The CRO, with the assistance of the Additional Personnel and in cooperation with the Presidents, Chief Financial Officer ("CFO") and other applicable officers of the Company, shall perform a financial review of the Company's businesses, including, but not limited to, a review and assessment of financial information, short and long-term projected cash flows and operating performance (collectively, the "Financial Review");
  - (ii) The Engagement Personnel, together and in cooperation with the Presidents, CFO and other applicable officers of the Company, shall seek to identify and, if applicable, implement, cost reduction and operations improvement opportunities;
  - (iii) The Engagement Personnel will assist with the development and implementation of cash management strategies, tactics and processes and work with the Company's treasury department and other professionals and coordinate the activities of the representatives of other constituencies in the cash management process;
  - (iv) The Engagement Personnel, together with the Presidents, CFO, other officers of the Company, and the Company's investment bankers and other engaged professionals, shall develop restructuring plans or strategic alternatives to be presented to the Boards, including planning activities necessary to implement such options, and present such findings and recommendations regarding the appropriate restructuring path to the Boards;
  - (v) The CRO will serve as the Company's principal contact with the Company's stakeholders with respect to the Company's restructuring matters, and shall act as contact for any official statutory or *ad hoc* committee that may be appointed in a chapter 11 case;
  - (vi) The Engagement Personnel shall assist in the performance of cost/benefit analyses related to executory contracts and the assumption/rejection of each;
  - (vii) The Engagement Personnel shall assist in discussions with and provide information to potential investors, secured creditors, official committees, ad-hoc committees, the Office of the United States Trustee for the Northern District of Ohio (the "U.S. Trustee") as required;
  - (viii) The Engagement Personnel will assist Company finance staff in managing the administrative requirements of the Bankruptcy Code,

including assisting with development of bankruptcy schedules and statement of financial affairs, monthly operating reports and other post-petition reporting requirements and assisting with claim reconciliation efforts;

- (ix) The Engagement Personnel, at the direction of the Company and counsel, will assist with the analysis and investigation of potential claims and causes of action (“Dispute & Investigations Services”);
  - (x) The Engagement Personnel will assist in the development and implementation of key employee compensation and other critical employee benefit programs and provide court testimony in support thereof; and
  - (xi) The Engagement Personnel shall perform such other services as requested or directed by the Boards or other Company personnel as authorized by the Boards, and agreed to by A&M, that is not duplicative of work others are performing for the Company.
- (c) The Engagement Personnel shall report to the Boards and other applicable officers, as directed by the Boards and, at the request of the Boards, will make recommendations to and consult with the Boards.
  - (d) The Engagement Personnel will continue to be employed by A&M and, while rendering services to the Company, will continue to work with other personnel at A&M in connection with unrelated matters that will not unduly interfere with the services rendered by the Engagement Personnel pursuant to this Agreement. With respect to the Company, however, the Engagement Personnel shall operate under the direction of the Boards and A&M shall have no liability to the Company for any acts or omissions of the Engagement Personnel related to the performance or non-performance of services at the direction of the Boards and consistent with the requirements of the Engagement and this Agreement.
  - (e) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates, subsidiaries and independent contractors as Engagement Personnel. Such affiliates and subsidiaries are wholly owned by A&M’s parent company and employees

2. Information Provided by Company and Forward Looking Statements. The Company shall use all reasonable efforts to: (i) provide the Engagement Personnel with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that Engagement Personnel reasonably request in connection with the services to be provided to the Company. The Engagement Personnel shall rely, without further independent verification, on the accuracy and completeness of all publicly available

information and information that is furnished by or on behalf of the Company and otherwise reviewed by Engagement Personnel in connection with the services performed for the Company. The Company acknowledges and agrees that the Engagement Personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M and Engagement Personnel are under no obligation to update data submitted to them or to review any other areas unless specifically requested by the Boards to do so.

The Company understands that the services to be rendered by the Engagement Personnel may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, Engagement Personnel will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties. Neither A&M, nor the Engagement Personnel make any representations or guarantees that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company, (ii) any restructuring proposal or strategic alternative presented to the Company's management or the Boards will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company, or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, neither A&M, nor the Engagement Personnel, assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. The Engagement Personnel shall be responsible for implementation only of the restructuring proposal or alternative approved by the Boards and only to the extent and in the manner authorized and directed by the Boards.

4. Compensation.

- (a) Charles M. Moore will serve as overall engagement leader and Chief Restructuring Officer and for his services, A&M will invoice the Company at a fixed rate of \$150,000 per month ("Monthly Fee").
- (b) A&M will receive fees for the services of the Additional Personnel based on the following hourly rates:

Restructuring Services

|                     |             |
|---------------------|-------------|
| Managing Directors  | \$850-1,050 |
| Directors           | \$650-800   |
| Analysts/Associates | \$400-625   |



Claims Management Services

|                    |           |
|--------------------|-----------|
| Managing Directors | \$750-875 |
| Directors          | \$575-725 |
| Consultants        | \$400-550 |
| Analysts           | \$375-425 |

Dispute & Investigations Services

|                     |           |
|---------------------|-----------|
| Managing Directors  | \$750-950 |
| Directors           | \$500-750 |
| Analysts/Associates | \$275-475 |

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

- (c) In addition, A&M will be reimbursed for its reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, messenger and telephone charges. The Monthly Fee shall be payable in advance prior to the first day of the applicable month. The first Monthly Fee shall be payable upon execution of this Agreement. Any partial months will be prorated based upon the number of days in the month. All other fees and expenses will be billed on a monthly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt.
- (d) Under the Prior Agreement, A&M received a retainer of \$1,000,000. This retainer, less any amounts remaining unpaid at the termination of the Prior Engagement, will be utilized as the new retainer for this engagement and shall be credited against any amounts due at the termination of this engagement. Amounts not utilized as described above will be returned upon the satisfaction of all obligation hereunder.
- (e) In addition to the compensation described above, A&M will be entitled to a completion fee of \$3,000,000 (the "Completion Fee") payable upon the earlier of (a) the consummation of a Chapter 11 plan of reorganization or (b) the sale, transfer, or other disposition of all or a substantial portion of the assets or equity of the Company in one or more transactions.

5. Termination.

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by either party without cause by written notice to the other party.

- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists.
  - (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).
  - (d) If the Company terminates this Agreement without “Cause” or if A&M terminates this Agreement for “Good Reason”, A&M shall also be entitled to receive the Completion Fee upon the occurrence of the event(s) specified in Section 4(e) if such event occurs within 12 months of the termination. “Cause” shall mean gross negligence, willful default or fraud by A&M; “Good Reason” shall mean the Company’s misrepresentation of or failure to disclose material facts, failure to pay fees or expenses when due (or circumstances indicating to A&M that fees or expenses will not be paid when due), circumstances such that it is unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause.
  - (e) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.
6. No Audit. Company acknowledges and agrees that A&M and Engagement Personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.
7. No Third Party Beneficiary. The Company acknowledges that all advice (written or oral) provided by A&M and the Engagement Personnel to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Boards and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M’s prior approval (which shall not be unreasonably withheld), except as required by law.
8. Conflicts. A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the “Firm”) that serves clients on an international basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities

or individuals whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained. Each Company acknowledges and agrees that the services being provided hereunder are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services being provided on behalf of any other Company. Each Company represents that it has taken all corporate action necessary and is authorized to waive such potential conflicts of interest.

9. Confidentiality/Non-Solicitation.

A&M and Engagement Personnel shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is, or becomes, public other than as a result of a breach of this provision. The Company, on behalf of itself and its subsidiaries and affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the Company breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

10. Indemnification/Limitations on Liability. The Company shall indemnify the Engagement Personnel acting as officers (the "Indemnified Professionals") to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to the Indemnified Professionals. The Indemnified Professionals shall be covered as officers under the Company's existing director and officer liability insurance policy. As a condition of A&M accepting this engagement, a Certificate of Insurance evidencing such coverage shall be furnished to A&M prior to the effective date of this Agreement. The Company shall give thirty (30) days' prior written notice to A&M of cancellation, non-renewal, or material change in coverage, scope, or amount of such director and officer liability policy. The Company shall also maintain such insurance coverage for the Indemnified Professionals for a period of not less than six years following the date of the termination of the Indemnified Professionals' services hereunder. The provisions of

this section are in the nature of contractual obligations and no change in applicable law or the Company's charter, bylaws or other organizational documents or policies shall affect the Indemnified Professionals' rights hereunder. The attached indemnity and limitation on liability provisions are incorporated herein and the termination of this agreement or the engagement shall not affect those provisions, which shall remain in full force and effect.

11. Joint and Several Liability

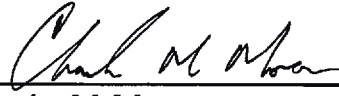
Each Company hereby acknowledges and agree that they are each jointly and severally liable to A&M and its affiliates for all of the Company's representations, warranties, covenants, liabilities and obligations set forth in the Agreement. Any beneficiary of this agreement may seek to enforce any of its rights and remedies hereunder against any of the Companies in any order at any time in its sole discretion.

12. Miscellaneous. This Agreement (together with the attached indemnity provisions), including, without limitation, the construction and interpretation thereof and all claims, controversies and disputes arising under or relating thereto, shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law that would defer to the laws of another jurisdiction. The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of A&M hereunder. The Company and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the Company's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. Notwithstanding anything herein to the contrary, A&M may reference or list the Company's name and/or logo and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.


If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,  
Alvarez & Marsal North America, LLC


By:   
Charles M. Moore  
Managing Director

Accepted and agreed:

FirstEnergy Solutions Corp., on its own behalf and on behalf of its subsidiaries

By:   
Kevin T. Warvell  
Chief Financial Officer

FirstEnergy Nuclear Operating Company

By:   
Kevin T. Warvell  
Chief Financial Officer

## **INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT**

This indemnification and limitation on liability agreement is made part of an agreement, dated March 31, 2018 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement") by and between Alvarez & Marsal North America, LLC ("A&M") and FirstEnergy Solutions Corp., its subsidiaries (collectively "FES"), FirstEnergy Nuclear Operating Company ("FENOC") and their respective assigns and successors (jointly and severally, the "Company"), for services to be rendered to the Company by A&M.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct and (b) in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time



whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.



G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

FirstEnergy Solutions Corp., on its own  
behalf and on behalf of its subsidiaries

ALVAREZ & MARSAL NORTH  
AMERICA, LLC

By: 

Kevin T. Warvell  
Chief Financial Officer

By: 

Charles M. Moore  
Managing Director

FirstEnergy Nuclear Operating Company

By: 

Kevin T. Warvell  
Chief Financial Officer

**Exhibit B**

**Charles Moore Declaration**

|   |   |                            |
|---|---|----------------------------|
|   | ) | Chapter 11                 |
| In re:  | ) |                            |
|   | ) | Case No. 18-50757          |
| FIRSTENERGY SOLUTIONS CORP., <i>et al.</i> , <sup>1</sup> | ) | (Jointly Administered)     |
|   | ) |                            |
| Debtors.  | ) |                            |
|   | ) | Hon. Judge Alan M. Koschik |
|   | ) |                            |

I, Charles Moore, hereby declare under penalty of perjury:

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: FE Aircraft Leasing Corp. (9245), case no. 18-50759; FirstEnergy Generation, LLC (0561), case no. 18-50762; FirstEnergy Generation Mansfield Unit 1 Corp. (5914), case no. 18-50763; FirstEnergy Nuclear Generation, LLC (6394), case no. 18-50760; FirstEnergy Nuclear Operating Company (1483), case no. 18-50761; FirstEnergy Solutions Corp. (0186), and Norton Energy Storage L.L.C. (6928), case no. 18-50763. The Debtors' address is: 341 White Pond Dr., Akron, OH 44320.

Personnel and (II) Designate Charles Moore as Chief Restructuring Officer for the Debtors *Nunc Pro Tunc* to the Petition Date (the “Application”)<sup>2</sup> on the terms and conditions set forth in the Application and the engagement letter, dated March 31, 2018, entered into between the Debtors and A&M and attached to the Application as Exhibit A (the “Engagement Letter”), *nunc pro tunc* to the Petition Date. Except as otherwise noted, I have personal knowledge of the matters set forth herein.<sup>3</sup>

### **DISINTERESTEDNESS AND ELIGIBILITY**

2. A&M together with its professional service provider affiliates (the “Firm”) utilizes certain procedures (the “Firm Procedures”) to determine its relationships, if any, to parties that may have a connection to any of the Debtors in the Chapter 11 Cases. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors and to determine the Firm’s relationship with such parties:

- (a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “Potential Parties in Interest”).<sup>4</sup> The list of Potential Parties in Interest which A&M reviewed is annexed hereto as Schedule A. The Potential Parties in Interest reviewed include, without limitation: (i) the Debtors and their affiliates; (ii) the Debtors’ and their affiliates’ former and current officers and directors; (iii) the Debtors’ banks, lenders, lien parties and administrative agents; (iv) the Debtors’ top 75 customers by projected 2018 receipts;<sup>5</sup> (v) unions associated with the Debtors; (vi) the Debtors’ bondholders and indenture trustees; (vii) parties to sale leaseback agreements with the Debtors; (viii) third party sales agents used by the Debtors; (ix) the Debtors’ utility providers; (x) the Debtors’ insurance providers, surety

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Application.

<sup>3</sup> Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by such professionals.

<sup>4</sup> As may be necessary, A&M will supplement this Declaration if it becomes aware of a relationship that may adversely affect A&M’s retention in these cases or would otherwise require disclosure.

<sup>5</sup> Due to the sensitive and proprietary nature of this information, the Schedule of Customers as well as connections to such Customers will be provided solely to the office of the United States Trustee and counsel to the Statutory Creditors’ Committee, once appointed.

bond issuers, and surety bond obligees; (xi) the Debtors' landlords; (xii) potential and active litigation counterparties; (xiii) the Debtors' professionals; (xiv) the known 5% equity holders and certain other equity holders of FE Corp.; (xv) the Debtors' vendors, representing the top 80% based on payments from 2017 and the top 80% of current open payables as of 3/21/2018; (xvi) the Debtors' non-affiliate energy distribution companies; (xvii) taxing authorities; (xviii) regulatory agencies and governmental municipalities; (xix) contract counterparties representing the top 50 open purchase order amounts; (xx) relevant bankruptcy professionals, including those professionals proposed to be retained in the chapter 11 cases; (xxi) the Debtors' top 50 unsecured creditors; and (xxii) United States Trustee for the Northern District of Ohio, judges and court personnel for the District of Ohio.

- (b) A&M then compared the names of each of the Potential Parties in Interest to the names in the master electronic database of the Firm's current and former clients (the "Client Database"). The Client Database generally includes the name of each client of A&M, the name of each party who is or was known to be adverse to such client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or has had, a substantial role with regard to the subject matter of the Firm's retention, and the names of Engagement Personnel who are or were primarily responsible for matters for such clients.
- (c) An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and certain significant Potential Parties in Interest or the Debtors, on the other hand;<sup>6</sup> (ii) any known connection or representation by the respondent and/or the Firm of any of those significant Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why the Firm may be unable to represent the Debtors.
- (d) Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in Schedule B annexed hereto.

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<sup>6</sup> In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any Firm personnel or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M personnel have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest, or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M's disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors' estates. It is also noted that in the course of our review it came to A&M's attention that A&M personnel hold de minimis investments, representing not more than 0.01% of the equity interests in the related entity, in various parties in interest, including but not limited to AT&T Mobility, AllianceBernstein, Bank of America Citibank NA and Travelers Casualty & Surety Insurance Company of America, Comcast, Deutsche Bank, GE Capital, JPMorgan Chase, Santander, Siemens Energy Incorporated, Time Warner Cable Enterprises LLC, UBS Financial Services Inc., Verizon and Wells Fargo.

3. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

- (a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services) or an equity security holder of the Debtors (except certain Firm employees may own de minimis amounts representing not more than 0.01% of the equity interests in the related entity);
- (b) is not and has not been, within 2 years before the date of the filing of the petition, a director, officer (other than by virtue of A&M employees serving in the roles as Engagement Personnel (pre- and postpetition) as described in the Application), or an employee of the Debtors; and
- (c) does not have any interest materially adverse to the interests of the Debtors' estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

4. As can be expected with respect to any international professional services firm such as the Firm, the Firm provides services to many clients with interests in the Debtors' Chapter 11 Cases. To the best of my knowledge, except as indicated below, the Firm's services for such clients do not relate to the Debtors' Chapter 11 Cases.

5. In addition to the relationships disclosed on Schedule B, I note that:

- (a) Alvarez & Marsal Inc. ("A&M Inc."), the majority owner of A&M's parent company, Alvarez & Marsal Holdings, LLC ("A&M Holdings"), holds a significant ownership interest in Alvarez & Marsal Capital, LLC ("A&M Capital"). A&M Capital is an investment vehicle that indirectly serves as the general partner of A&M Capital Partners, LP (the "A&M Fund") that makes private equity investments in companies (all of whom are wholly unrelated to these proceedings). Certain A&M employees have invested in limited partnership interests in A&M Capital and the A&M Fund.
- (b) As set forth on Schedule B, Kirkland & Ellis LLP ("K&E") currently represents A&M and/or its affiliates in matters unrelated to the Debtors and these chapter 11 cases. In addition to Kirkland & Ellis's representations of certain A&M affiliates (including A&M Inc., A&M Capital and the A&M Fund) certain partners or other persons or entities associated with K&E ("K&E Persons") have invested in the A&M Fund. Each K&E Person that has invested in the A&M Fund holds less than one percent of the A&M Fund.

- (c) JPMorgan Chase Bank, N.A. (“JPMC”) together with certain of its affiliates (collectively, “JPM”) and Wells Fargo Bank, National Association (“WFBNA”) together with certain of its affiliates (collectively, “Wells Fargo”) are Potential Parties in Interest. Under a credit facility (the “Credit Facility”) to A&M Holdings: WFBNA is administrative agent, swingline lender and issuing lender, JPMC is a syndication agent and participating lender and Wells Fargo Securities, LLC and J.P. Morgan Securities LLC are joint lead arrangers and joint book runners and TD Bank and HSBC are participating lenders. In addition to the receipt of interest in their capacity as a lender under the Credit Facility, Wells Fargo and JPM have received certain customary and negotiated fees and reimbursement of expenses in connection with their roles under the Credit Facility.
- (d) A&M is currently the financial advisor to the Official Committee of Unsecured Creditors of Westinghouse Electric Company, LLC. Westinghouse is a utility supplier to the Debtors supplying energy to certain Debtor facilities.
- (e) In addition to the restructuring and financial advisory services provided by A&M leading under the Engagement Letter, prior to the Petition Date, various A&M affiliates have provided consulting services as follows: (i) Alvarez & Marsal Disputes and Investigations, LLC (“A&M DI”) provided certain expert witness and litigation consulting services to the Debtors and their non-debtor affiliates (ii) as more fully described in the Application, A&M DI continues to provide certain investigatory and litigation support services and (iii) Alvarez & Marsal Taxand, LLC provided tax advisory services to the Debtors and non-debtor affiliate FirstEnergy Corp.

6. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Debtors’ chapter 11 cases. Further, A&M has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of which may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which the Firm is to be employed, and none are in connection with these cases.

7. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

### **COMPENSATION**

8. Subject to Court approval of the Application and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules for the United States Bankruptcy Court for the Northern District of Ohio, A&M will seek from the Debtors payment for compensation through a Monthly Fee for the CRO and on an hourly basis for all Additional Personnel and reimbursement of actual and necessary expenses incurred by A&M. A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

9. In addition to the compensation described above, A&M will be entitled to a completion fee of \$3,000,000 payable upon the earlier of (a) the consummation of a Chapter 11 plan of reorganization or (b) the sale, transfer, or other disposition of all or a substantial portion of the assets or equity of the Debtors in one or more transactions.

10. To the best of my knowledge, (i) no commitments have been made or received by A&M with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with these chapter 11 cases. By reason of the foregoing, I believe A&M is eligible for retention by the Debtors pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.



Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: April 5, 2018

A handwritten signature in cursive script, appearing to read "Charles M. Moore", written over a horizontal line.

Charles M. Moore  
Managing Director

**Schedule A** [List of Potential Parties in Interest]

## First Energy Solutions

### **Affiliates**

AE Supply Renaissance Southwest, LLC  
AET Path Company, LLC  
Allegheny Energy Service Corporation  
Allegheny Energy Supply Company, LLC  
Allegheny Energy Supply Renaissance, LLC  
Allegheny Generating Company  
Allegheny Pittsburgh Coal Company  
Allegheny Ventures, Inc.  
American Transmission Systems, Incorporated  
APS Constellation, LLC  
Aye Series  
Bay Shore Power Company  
Beaver Valley II Funding Corp  
Buchanan Energy Company of Virginia, LLC  
Buchanan Generation, LLC  
BVPS II Funding Corp.  
CEI Funding LLC  
CTC Beaver Valley Corp  
CTC Mansfield Funding Corp  
FE Aircraft Leasing Corp  
FELHC, Inc.  
FirstEnergy Corp.  
FirstEnergy Engineering, Incorporated  
FirstEnergy Fiber Holdings Corp.  
FirstEnergy Generation Mansfield Unit 1 Corp.  
FirstEnergy Generation, LLC  
FirstEnergy Nuclear Generation, LLC  
FirstEnergy Nuclear Operating Company  
FirstEnergy Properties, Inc.  
FirstEnergy Service FELHC, Inc. Company  
FirstEnergy Services Corporation  
FirstEnergy Solutions Corp.  
FirstEnergy Transmission, LLC  
FirstEnergy Ventures Corp.  
GPU Nuclear, Inc.  
GPU, Inc.  
Green Valley Hydro, LLC  
JCP&L Capital LP  
JCP&L Transition Funding II, LLC  
JCP&L Transition Funding, LLC  
Jersey Central Power & Light Company  
Met-Ed Capital LP  
Metropolitan Edison Company  
Mid-Atlantic Interstate Transmission, LLC  
Monongahela Power Company

MP Environmental Funding LLC  
MP Renaissance Funding, LLC  
Nautica2 Limited Partnership  
Norton Energy Storage LLC  
OE Funding LLC  
OES Ventures, Incorporated  
Ohio Edison Company  
Ohio Edison Financing Trust  
Ohio Edison Financing Trust II  
Path – Allegheny Land Acquisition Company  
Path Allegheny Maryland Transmission Company, LLC  
Path Allegheny Transmission Company, LLC  
Path Allegheny Virginia Transmission Corporation  
Path West Virginia Transmission Company, LLC  
PE Environmental Funding, LLC  
PE Renaissance Funding, LLC  
Penelec Capital  
Pennsylvania Electric Company  
Pennsylvania Power Company  
PNP II Funding Corp  
Potomac-Appalachian Transmission Highline, LLC  
Suvon, LLC  
TE Funding, LLC  
The Cleveland Electric Illuminating Company  
The Potomac Edison Company  
The Toledo Edison Capital Corporation  
The Toledo Edison Company  
The Waverly Electric Light and Power Company  
The West Virginia Power and Transmission Company  
Trans-Allegheny Interstate Line Company  
Warrenton River Terminal, LTD.  
West Penn Power Company  
West Penn Southwest, LLC  
West Virginia Series

### **Bankruptcy Judges**

Gustafson, John P.  
Harris, Arthur I.  
Kendig, Russ  
Koschik, Alan M.  
Morgenstern-Clarren, Pat E.  
Price Smith, Jessica E.  
Whipple, Mary Ann

Woods, Kay

**Bankruptcy Professionals**

Akin, Gump, Strauss, Hauer & Feld LLP  
Alix Partners  
Brouse McDowell LPA  
GLC Advisors & Co., LLC  
Guggenheim  
Hogan Lovells  
ICF Resources, LLC  
Jones Day  
KPMG LLP  
Kramer, Levin, Naftalis & Finkel  
Lazard  
Metlife  
Moelis & Company  
O'Melveny & Meyers LLP  
Opportune (Dacarba LLC An Opportune Company)  
Prime Clerk  
PWC  
Quinn Emanuel  
Sidley Austin LLP  
Squire Patton Boggs  
Willkie Farr & Gallagher LLP

**Banks, Lenders, UCC Lien**

Ameren Services Company  
Bachner, Kerri Ann  
Bailes, Anthony  
Banco Bilbao Vizcaya Argentaria, S.A., New York  
Bank of America  
Bank of New York Mellon  
Bank of Nova Scotia  
Barclays Bank  
Barclays Bank PLC  
BBVA  
BNP Paribas  
BNP Paribas Securities Corp.  
Cantwell, Thomas  
CIBC  
Citibank  
Citibank NA  
Citicorp Railmark, Inc.  
Citizens Bank  
CoBank

CoBank ACB  
Credit Agricole  
Credit Agricole Corp And Investment Bank/Ny  
Credit Suisse  
De Lage Landen Financial Services, Inc.  
Deutsche Bank Ag New York Branch  
Fifth Third Bank  
First National Bank  
First National Bank of Pennsylvania  
Firstmerit  
Ge Capital Commercial Inc.  
Goldman Sachs  
Goldman Sachs Bank Usa  
Gorchock, Alisa M.  
Gorchock, Michael  
Ham, Alfred Neal  
Huntington National Bank  
Industrial & Commercial Bank of China  
J. Andrew Associates; Ryan Rubin  
JP Morgan Chase  
JP Morgan Chase Bank, NA  
JP Morgan Securities  
Key Equipment Finance Inc.  
Keybank  
Merrill Lynch Pierce Fenner & Smith Inc.  
Mizuho  
Mizuho Bank LTD.  
Morgan Stanley  
Morgan Stanley Senior Funding  
National Cooperative Services  
National Cooperative Services Corp.  
Northeast Ohio Public Energy Council  
Ohio Department of Taxation  
Ohio Schools Council (OSC)  
PNC  
PNC Bank  
PNC Capital Markets  
Power 4 Schools  
RBS Securities  
Regions Bank  
Regions Equipment Finance, LTD.  
Royal Bank of Canada  
Royal Bank of Scotland  
Santander  
Santander Bank, N.A.  
Schwebel Banking Company  
Sumitomo Mitsui  
Sumitomo Mitsui Banking Corp.

## First Energy Solutions

TD Bank  
 TD Bank NA  
 Teresa A Miller Administratrix  
 The Bank Of New York  
 The Bank Of New York Mellon, Trust Company,  
 N.A.  
 UMB Bank, National Association  
 Union Bank NA  
 Union Bank/Bank of Tokyo Mitsubishi  
 Us Bank  
 Us Bank Na  
 VMAC Energy I, LLC  
 Wells Fargo  
 Wells Fargo Vendor Financial Services, LLC  
 Yeager, Lee W.

### **Bondholder/Indenture Trustee**

Alliancebernstein  
 Allstate  
 American Enterprise Investment Services Inc.  
 Apex Clearing Corporation  
 Avenue Capital Group  
 Bank Of America Na/Client Assets  
 Barclays  
 Barclays Capital Inc./Le  
 BB&T Securities, LLC  
 Beaver County Industrial Development  
 Authority  
 Blackrock  
 BMO Harris Bank Na/Trust  
 BNP Paribas, New York Branch/Custody/Client  
 Assets  
 Bnymellon/Wfb.Na Wells Fargo Bank Na Pi  
 Brown Brothers Harriman & Co.  
 Capital Group  
 Cetera Investment Services LLC  
 Charles Schwab & Co., Inc.  
 Citadel  
 Citibank, N.A.  
 Citigroup Global Markets Inc.  
 Citigroup Global Markets, Inc./Correspondent  
 Clearing  
 Comerica Bank  
 Cor Clearing LLC  
 Cove Key Management  
 Credit Suisse Securities (Usa) LLC  
 Crews and Associates, Inc.

D. A. Davidson & Co.  
 E\*Trade Securities LLC  
 Edward D. Jones & Co.  
 Fidelity  
 Fiduciary Ssb  
 Fifth Third Bank  
 Goldman Sachs & Co. LLC  
 Hilltop Securities Inc.  
 Ingalls And Snyder, LLC  
 Interactive Brokers Retail Equity Clearing  
 Intl Fcstone Financial Inc.  
 J.P. Morgan Securities LLC  
 J.P. Morgan Securities LLC/Jpmc  
 Janney Montgomery Scott LLC  
 Jefferies LLC  
 Jpmorgan Chase Bank, National Association  
 Keybank National Association  
 Legal & General Investment Management  
 America  
 Loomis, Sayles & Company  
 Lord Abbett  
 LPL Financial Corporation  
 Manufacturers And Traders Trust Company  
 Merrill Lynch  
 Merrill Lynch Pierce Fenner & Smith/Fixed  
 Income  
 Merrill Lynch, Pierce, Fenner & Smith  
 Incorporated  
 MFS Investment Management  
 Morgan Stanley & Co. LLC/li  
 Morgan Stanley Smith Barney LLC  
 Mufg Union Bank, N.A.  
 National Bank Financial Inc./Cds\*\*  
 National Financial Services LLC  
 Northwestern Mutual Investment Management  
 Company, LLC  
 Nuveen  
 Ohio Air Quality Development Authority  
 Ohio Water Development Authority  
 Oppenheimer & Co. Inc.  
 Pennsylvania Economic Development Financing  
 Authority  
 Pershing LLC  
 Peter Schoenfeld Asset Management  
 Raymond James & Associates, Inc.  
 RBC Capital Markets, LLC  
 Robert W. Baird & Co. Incorporated  
 Scotia Capital Inc./Cds\*\*

## First Energy Solutions

SEI Private Trust Company  
SSB - Blackrock Institutional Trust  
SSB&T Co/Client Custody Services  
State Street Bank and Trust Company  
State Street Bank and Trust Company/State  
Street Total ETF  
Stephens Inc.  
Stifel, Nicolaus & Company, Incorporated  
Stockcross Financial Services, Inc.  
SVP  
Td Ameritrade Clearing, Inc.  
The Bank Of New York Mellon Trust Company,  
N.A.  
The Bank Of New York Mellon/Mellon Trust Of  
New England, National Association  
The Bank Of New York Mellon/WFC Holdings  
Corporation  
The Northern Trust Company  
U.S. Bancorp Investments, Inc.  
U.S. Bank N.A.  
UBS Financial Services Inc.  
UBS Securities LLC  
UMB Bank, National Association  
USAA  
Vanguard  
Wedbush Securities Inc.  
Wells Capital  
Wells Fargo Bank  
Wells Fargo Bank, National Association  
Wells Fargo Clearing Services, LLC

### **Contract Counterparties**

Appendix R Solutions  
Areva Incorporated  
Avalotis Corporation  
Avantech Incorporated  
BCG Resources LLC  
Brand Energy Svcs LLC A Div Of Bran  
Civil & Environmental Consultants  
Clean Harbors Environmental  
Commerzbank Ag  
Curtiss Wright Flow Control Svc Cor  
Data Systems & Solutions LLC  
Day & Zimmermann NPS  
Devonway Incorporated

Enerfab Power & Industrial Inc  
Energysolutions LLC  
Engineering Planning &  
Ge-Hitachi Nuclear Energy  
Global Nuclear Fuel  
Hyperspring LLC  
Infrashield Incorporated  
J W Didado Electric LLC  
JSC Tenex  
Liquidmetal Coating Solutions LLC  
Louisiana Energy Services LLC  
Magesco Incorporated  
Mascaro Construction Company Lp  
Mccarl's Incorporated  
Mike Pusateri Excavating Inc  
MPW Industrial Services Group Inc  
Nalco Company LLC  
PKMJ Technical Services Inc  
Pontoon Solutions Incorporated  
R E Yates Electric Incorporated  
Sargent & Lundy LLC  
Securitas Critical Infrast Svcs Inc  
Siemens Energy Incorporated  
Steag Scr-Tech Incorporated  
The Atlantic Group Incorporated  
The Westwind Group Incorporated  
TN Americas LLC  
United Rentals North America Inc  
United States Enrichment Corp  
Univar USA Incorporated  
Universal Protection Service Lp  
Urenco Limited  
URS Corporation  
Wectec Global Project Services Inc  
Westinghouse Electric Company LLC  
Westinghouse Electric Corp  
Zempleo Incorporated

### **Current / Former Directors and Officers**

Addison, Paul T.  
Ahern, Anthony J.  
Aikens, Nicholas K.  
Anderson, Michael J.  
Bailey, Joel D.  
Baker, Eric D.  
Barton, Lisa M.  
Belcher, Samuel L.

First Energy Solutions

Benyak, Darin M.  
Benz, Gary D.  
Bezilla, Mark B.  
Blickle, John  
Boland, Jim  
Boles, Brian D.  
Bologna, Richard D.  
Boyd, William J.  
Bridenbaugh, Carl J.  
Brown, Terry J.  
Chack, Dennis M.  
Cottle, William T.  
Dargie, John C.  
Davis, Ted M.  
Demetriou, Steven J.  
Donohue, Robert W.  
Doty, William S.  
Dowling, Michael J.  
Dunlap, Daniel M.  
English, Carl L.  
Eppes, Kristine W.  
Evans, Raymond L.  
Fakult, James V.  
Farah, George J.  
Farley, Brian A.  
Fatusha, Ermal  
Gaines, Bennett L.  
Garanich, James G.  
Gingo, Joseph M.  
Grant, Gary W.  
Hall, Martin L.  
Hamilton, David B.  
Haney, James R.  
Harden, Paul A.  
Heisler, Robert B Jr.  
Johnson, Julia L.  
Jones, Charles E.  
Judge, John W.  
Julian, Mark A.  
Karafa, David J.  
Kauffman, Holly C.  
Kleisner, Ted J.  
Kotsenas, Peter J.  
Lash, James H.  
Lasky, Charles D.  
Lese, William  
Lieb, Raymond A.  
| Lisowski, Jason J.

Lowery, Dolores J.  
Maley, Ernest N.  
Mavrinac, Wendy  
Mckeeman, Robert S.  
Mellody, James G.  
Mendenhall, Kelley E.  
Mendenhall, Kelley E.  
Mikkelsen, Eileen M.  
Misheff, Donald T.  
Mitchell, Thomas N.  
Moss, Linda L.  
Moul, Don A.  
Nelson, Steven K.  
Novak, Ernest J Jr.  
O'Loughlin, Patrick W.  
O'Neil, James F. Iii  
Pappas, Christopher D.  
Patel, Ketan K.  
Pearson, James F.  
Petrik, Jason S.  
Prezelj, Irene M.  
Reffner, Robert P.  
Reyes, Luis A.  
Reynolds, Brett W.  
Richey, Marty  
Rossero, Daniel T.  
Schneider, Donald R.  
Sears, James A.  
Sekulich, Gretchan E.  
Sestak, Kevin A.  
Smart, George M.  
Smith, Trent A.  
Smyth, Antonio  
Staub, Steven R.  
Stawikey, Mary S.  
Stephenson, Gary G.  
Strah, Steven E.  
Taylor, K. Jon  
Thompson, Paul W.  
Thornton, Jerry Sue  
Vespoli, Leila L.  
Voyles, John N. Jr.  
Warvell, Kevin T.  
Whitlock, Charles  
Yeboah-Amankwah, Ebony L.

**Governmental / Regulatory Agencies**

Ashtabula County Commissioners  
 Ashtabula County Treasurer  
 Beaver County Airport Authority  
 Beaver County Emergency Mngmt  
 Beaver County Treasurer  
 Beaver Local School District  
 Beaver Volunteer Fire Department  
 Belmont County Treasurer  
 Berkheimer Tax Admin  
 Big Beaver Borough  
 Borough of Ohioville VFD  
 Borough of Shippingport  
 Brooke County Ema  
 Bureau of Business Trust Fund Taxes  
 Carroll Township  
 Carroll Water & Sewer Dist  
 Central Collection Agency - Division of Taxation,  
 City Of Cleveland  
 Chippewa Township Tax Collector  
 City of Akron  
 City of Chester Police Department  
 City of Detroit Finance Department/Income Tax  
 Division  
 City of East Liverpool Water Works  
 City of Green, Ohio  
 City of Lorain  
 City of Painesville  
 City of Painesville Utilities  
 City of Philadelphia Department of Revenue  
 City of Philadelphia Dept. Of Revenue  
 City of Steubenville  
 City of Toledo  
 City of Weirton Fire Department  
 Clean Air Fund  
 Columbiana County Commissioners  
 Comdata Network Inc  
 Commodity Futures Trading Commission  
 Commonwealth of Pennsylvania  
 Commonwealth of Pennsylvania, Dept of  
 Transportation, Bureau of Motor Vehicles  
 County of Lake  
 Cuyahoga County Treasurer  
 Darlington Twp Tax Collector

Delaware Division of Revenue  
 Delaware Division of Revenue, Gross Receipts  
 Tax Department  
 Department of Environmental Protection  
 Department of Labor & Industry  
 Department of Taxation  
 Dept of Environmental Protection  
 Division of Taxation  
 Division of Water City of Cleveland  
 East Liverpool City School District  
 East Palestine Amateur Radio Club  
 Erie County Board of Commissioners  
 Federal Energy Regulatory Commission (FERC)  
 Franklin Township Tax Collector  
 Geauga County Board of Commissioners  
 Georgetwn Boro & SS District  
 Green Twp Tax Collector  
 Greene County Treasurer  
 Hancock Co Office of Emergency Svcs  
 Hancock County Schools Public Sch  
 Hancock County Sheriff Reserve  
 Hookstown Volunteer Fire Department  
 Hookstown Volunteer Fire Dept  
 Illinois Commerce Commission  
 Illinois Department of Revenue  
 Industry Boro Tax Collector  
 Industry Volunteer Fire Department  
 Industry Volunteer Fire Dept  
 Internal Revenue Service  
 Internal Revenue Service Centralized Insolvency  
 Operations  
 Jefferson County Auditor  
 Jefferson County Health Department  
 Jefferson County Health Dept  
 Jefferson County Ohio Treasurer  
 Jefferson County Treasurer  
 Koppel Boro Tax Collector  
 Lake County Auditor  
 Lake County Board of Commissioners  
 Lake County Department of Utilities  
 Lake County General Health District  
 Lake County Health District  
 Lake County Treasurer  
 Lawrenceville Volunteer Lawrenceville Volunteer



## First Energy Solutions

Lisbon Area Amature Radio Association  
Lorain County Auditor  
Lorain County Treasurer  
Lucas County Auditor  
Lucas County Bd of Commission  
Lucas County Treasurer  
Marion Twp Tax Collector  
Maryland Department of Transportation  
Maryland Department of Transportation Motor Vehicle Administration  
Maryland Public Service Commission  
Md Motor Vehicle Admin  
Michigan Department of Treasury  
Midland 4Th Of July Organization  
Midland Volunteer Fire Department  
Midland Volunteer Fire Dept  
Midland Water Authority  
Monongahela Twp Tax Collector  
Montana Department of Revenue  
National Labor Relations Board  
Negley Volunteer Fire Department Association Incorporated  
New Cumberland Volunteer Fire Department  
New Jersey Division of Taxation  
New Manchester Volunteer Fire Department  
Nicholson Twp Tax Collector  
NJ Division of Motor Vehicles  
North Sewickley Twp Tax Collector  
Northeast Ohio Regional  
Oakland District Volunteer Fire Department  
Occupational Safety and Health Administration (Osha)  
Office of Tax and Revenue  
Office of The Ohio Consumers' Counsel  
Ohio Attorney General  
Ohio Board of Pharmacy  
Ohio Bureau of Workers' Compensation  
Ohio Department of Agriculture  
Ohio Department of Commerce  
Ohio Department of Health  
Ohio Department of Job and Family Services  
Ohio Department of Taxation  
Ohio Emergency Management Agency  
Ohio EPA  
Ottawa County Auditor's Office

Ottawa County Commissioners  
Ottawa County Emergency Management Agency  
Ottawa County Emergency Mgmt Agency  
Ottawa County Treasurer  
Pa Department of Environmental Protection  
Pa Department of Revenue  
Pennsylvania Department of Revenue  
Pennsylvania Emergency Management  
Pennsylvania Public Utility Commission  
Pension Benefit Guaranty Corporation  
Public Utilities Commission of Ohio  
Raccoon Fire Department  
Raccoon Twp Tax Collector  
Regional Income Tax Agency  
Regional Income Taxing Agency  
Revenue Administration Division  
Revenue Administration Division taxpayer Service Section  
Salam Area Amateur Radio Association Incorporated  
Sandusky County Commisioners  
Sc Dhec - Bureau of Financial Management  
Securities and Exchange Commission  
Sheriff of Hancock County  
Sheriff of Marshall County  
Sheriff of Ohio County  
Shippingport Boro Tax Collector  
Shippingport Volunteer Fire Company  
South Beaver Twp Tax Collector  
South Carolina Department of Health  
South Carolina Dept Of Health  
State of New Jersey Department of The Treasury  
State of New Jersey Division of Taxation  
State of Ohio – Irp  
State of Ohio Treasurer  
State of Pennsylvania  
State of Tennessee Treasurer  
Steubenville Weirton Amateur Radio Club  
Summit County Auditor  
Summit County Treasurer  
Tennessee Department of Environment  
Tennessee Dept of Environment  
The National Board  
Three Rivers Pollution Response

## First Energy Solutions

Treasurer of State Fund 5C2  
Treasurer State of Ohio  
Triangle Amateur Radio Club  
U S Dept Of Homeland Security  
Us Department of Energy  
Us Department of Homeland Security  
(Fema - Federal Emergency Management)  
Us Department of Labor  
Us Environmental Protection Agency  
Us Nuclear Regulatory Commission  
Village of Lisbon Fire Department  
Village of Oak Harbor  
Virginia Department of Taxation  
Washington Dc Office of Tax and Revenue  
Weir High School Hancock Co Board of Education  
West Point Volunteer Fire Department Station 1  
West Point Volunteer Fire Dept Station 1  
West Va Dept Health and Human Svcs - Bureau  
For Public Health  
West Virginia Bureau for Public Health  
West Virginia Department Health and Human  
Services - Bureau For Public Health  
West Virginia Div/Natural Resources  
West Virginia Division of Homeland - Security &  
Emergency Management  
West Virginia Division of Homeland - Security &  
Emergency Mgmnt  
West Virginia Division of Motor Vehicles  
West Virginia Division of Motor Vehicles Motor  
Carrier Services Office Wv Irp Section  
West Virginia State Fire Commission  
West Virginia State Tax Department  
West Virginia State Tax Department Ifta Unit  
WV Department of Tax and Revenue

### **Governmental Municipalities**

Allen County  
Ashland County  
Auglaize County  
Center Township  
City of Akron  
City of Ashland  
City of Aurora  
City of Barberton  
City of Bay Village

City of Bellevue  
City of Canal Fulton  
City of Canfield  
City of Cleveland Heights  
City of Cortland  
City of Crestline  
City of Defiance  
City of East Palestine  
City of Euclid  
City of Fairlawn  
City of Girard  
City of Green  
City of Huron  
City of Lancaster  
City of London  
City of Mansfield  
City of Marietta  
City of Marion  
City of Massillon  
City of Maumee  
City of Medina  
City of Munroe Falls  
City of North Canton  
City of Northwood  
City of Norton  
City of Ontario  
City of Oregon  
City of Parma  
City of Perrysburg  
City of Ravenna  
City of Richmond Heights  
City of Rossford  
City of Salem  
City of Sandusky  
City of Seven Hills  
City of Springfield  
City of Stow  
City of Streetsboro  
City of Struthers  
City of Sylvania  
City of Tallmadge  
City of Toledo  
City of Toronto  
City of Tremont  
City of Troy  
City of Vermilion  
City of Washington Court House  
City of Waterville

## First Energy Solutions

|                            |                                   |
|----------------------------|-----------------------------------|
| City of Wauseon            | Township of Jefferson             |
| City of Westlake           | Township of Knox                  |
| City of Xenia              | Township of Lake                  |
| City of Youngstown         | Township of Lawrence              |
| Defiance County            | Township of Lexington             |
| Erie County                | Township of Liverpool             |
| Fulton County              | Township of Lynn                  |
| Henry County               | Township of Mad River             |
| Huron County               | Township of Madison               |
| Lucas County               | Township of Marion                |
| Madison County             | Township of Marlboro              |
| Mahoning County            | Township of Middleton             |
| Medina County              | Township of Milton                |
| Muskingum County           | Township of Paris                 |
| Ottawa County              | Township of Perry                 |
| Preble County              | Township of Perrysburg            |
| Putnam County (Dupont)     | Township of Pike                  |
| Richland County            | Township of Plain                 |
| Sandusky County            | Township of Pleasant              |
| Summit County              | Township of Poland                |
| Township of Austintown     | Township of Radnor                |
| Township of Ballville      | Township of Richland              |
| Township of Baughman       | Township of Salem                 |
| Township of Bethlehem      | Township of Sandusky              |
| Township of Blooming Grove | Township of Smith                 |
| Township of Boardman       | Township of Springfield           |
| Township of Buck           | Township of St. Clair             |
| Township of Burton         | Township of Sugar Creek           |
| Township of Butler         | Township of Sugarcreek            |
| Township of Canaan         | Township of Troy                  |
| Township of Canfield       | Township of Tuscarawas            |
| Township of Cardington     | Township of Unity                 |
| Township of Center         | Township of Walnut                |
| Township of Cessna         | Township of Washington            |
| Township of Chippewa       | Township of West                  |
| Township of Darby          | Township of Yellow Creek          |
| Township of Elkrun         | Trumbull County                   |
| Township of Fairfield      | Village of Baltimore              |
| Township of Franklin       | Village of Bluffton, Allen County |
| Township of German         | Village of Delta                  |
| Township of Gilead         | Village of Fredericktown          |
| Township of Goshen         | Village of Millersport            |
| Township of Grafton        | Village of Rushville              |
| Township of Grand Prairie  | Village of Spencerville           |
| Township of Green Camp     | Village of Swanton                |
| Township of Hale           | Wayne County                      |
| Township of Hanover        | Williams County                   |
| Township of Jackson        | Wood County                       |

**Insurance**

Ace Bermuda Insurance LTD.. / Aon Bermuda  
Aegis Security Insurance Company/ Aegis  
Insurance Services Inc.  
Allied World Assurance Company LTD.. / Aon  
Bermuda  
American Nuclear Insurers  
Aon Risk Services Northeast, Inc.  
Arch Ins. Bermuda LTD.. / Aon Bermuda  
Arch Insurance Company  
Aspen Specialty Insurance Company  
Associated Electric & Gas Ins Services LTD.  
Axis Insurance Company  
Berkshire Hathaway Specialty Insurance  
Company  
Continental Insurance Company  
Endurance American Insurance Company  
Energy Insurance Mutual LTD.  
Energy Insurance Services Inc.  
Federal Insurance Company  
Global Aerospace, Inc.  
Illinois National Insurance Company  
Lloyds Of London  
Marsh LLC  
National Union Fire Insurance Company of  
Pittsburgh, Pa  
Navigators Insurance Company  
Neil Specialty Insurance Company  
Nuclear Electric Insurance Limited  
Princeton Excess & Surplus Lines Insurance Co  
Qbe Insurance Corporation  
Talbot Underwriting Services (Us) LTD..  
U.S. Specialty Insurance Company  
Water Quality Insurance Syndicate  
Westport Insurance Company  
XI Insurance Bermuda LTD.. / Aon Bermuda  
XI Specialty Insurance Company  
Zurich American Insurance Company

**Known 5% Equity Holders**

FirstEnergy Corp.  
FirstEnergy Generation, LLC  
FirstEnergy Solutions Corp.

**Landlords**

Beaver County Airport Authority  
Cleveland Electric Illuminating Company  
Greylock L.P.  
John's Towing Service, Inc.  
Norfolk Southern Corporation  
Ohio Department of Natural Resources  
Ohio Edison Tower LLC  
The Elmhurst Group  
The Toledo Edison Company

**Litigation**

3M Company  
A.W. Chesterton Company  
Adams, Doris  
Adams, Sharon  
Addair, Mary  
Adkins, Nora  
Air & Liquid Systems Corporation  
Air Products and Chemicals, Inc.  
Alberts, Helena  
Allegheny Ludlum LLC  
American Arbitration Association  
Ammon, Barbara  
Anderson, Annes  
Anzevino, Dominic  
Applegarth, Dorothy  
Arcaro, Barbara  
Arcidiacono, Carol J  
Arter, Doris  
Ashton, Bernice  
Associated Wholesalers, Inc.  
Auer, Maxine  
Austin, Brenda  
Aveni, Clara  
Awi Delaware, Inc.  
Bachner, Kerri Ann  
Bailey, Donna  
Balden, Ebell  
Baron, Peter J  
Bayer Cropscience, Inc., F/K/A Benjamin Foster  
Company  
Bays, Ronald  
Bennett, Lee  
Blystone, Frank  
BNSF Railway Company

First Energy Solutions

Boardwine, Mary  
Bowen, Melvin  
Bringman, Harry Pete  
Brown, Robert L  
Bryant, James  
Burgdorf, William  
Burkiewicz, Thomas  
Burnette, Elizabeth F  
Bwxt Canada, LTD..  
Byler, Bobby Lynn  
Cantwell, Thomas  
Cartwright, George  
Caruloff, Thomas  
Chaffin, Nathaniel  
Chapman, Mary Lou (Robert)  
Chitwood, Donnie  
Commonwealth Of PA, Department Of  
Transportation  
Conger, Pauline  
Copen, William  
Crooks, Guinda  
Csx Transportation Incorporated  
Csx Transportation, Inc.  
Cuevas, Juan  
Dalnoky, Joseph  
Davies, Regina  
Davis, John W  
Dean, D Mark  
Demase Trucking Co., Inc.  
Dempsey, Brian  
Dennis, Harvie  
Denson, Howard (Executor of Estate)  
Devin, Cecil  
Dlz Ohio, Inc.  
Drake, Dan  
Duckro, Mary Jo  
Dulin, Mary  
Dunham, Nancy  
Dunmire, Thomas  
Dunn, Clarabelle  
Earley, Cindy  
Edwards, Dorothy  
Edwards, Joseph  
Eeoc - Cleveland  
Eldred, David A  
Elliot, Lola  
Emery, Harry  
Empire Die Casting Company

Eno, Waunnetta  
Executor of The Estate Of, Joyce Ellis  
Farais, John & Helen  
Farkas, Frank (Executor of Estate)  
Farnsworth, Harry  
Ferris-Dukovich, Theresa  
Finney, Juanita  
Firman, Mary  
Fite, Bonnie  
Fitzpatrick, Randy  
Flowers, Twatha  
Fluker, Thommy  
Forman, Ernest  
Francis, Michael S.  
Franklin, Douglas  
George, John  
Gerson, Barry  
Gibson, Charles (Executor of Estate)  
Gongora, Luz  
Goodyear Tire & Rubber Company  
Gorchock, Alisa M  
Gorchock, Michael  
Gray, Ivan  
Ham, Alfred Neal  
Hambry, Alva  
Hamm, Tracy  
Hamm, William Murray  
Hampton, Marvin  
Hannigan, John M  
Hansen, Stephanie M.  
Harp, Billy  
Harris, George Larry  
Harrison, Ronald D  
Harwood, Gene  
Haseleu, Mark S  
Hawks, Buford  
Hawthorne, Howard  
Hayes, Ronnie  
Henderson, Curtis  
Hendrix, Phillip H  
Henry, Terry M. And Sandy L. Henry  
Higgins, John  
Hill, Charles E  
Hill, Travis  
Hobor, Chuck  
Hodges, John  
Holbrook, Carma  
Holt, Joe

## First Energy Solutions

Hoover, Jackie D  
Hopkins, Douglas C.  
Houston, Larry C  
Hovis, Homer J  
Howard, Johnny O  
Howard, Mary Jo  
Howell, Mike  
Hower, Raymond D  
Hronek, Robert L  
Hulsey, Charles E  
Humphries, Charlue  
Husman, Richard  
Hutchinson, Benjamin  
IBEW Local 272  
Illinois Commerce Commission  
Indorf, Frederick  
J. Anderw Associates  
Jackson, Alfred  
James, Herbert  
Jenkins, James  
Jensen, Ferdinand  
Johnsey, Thomas Larry  
Johnson, Alexander A  
Johnson, Billy R  
Johnson, Dale  
Jones, Charles Claud  
Jones, Priscilla J  
Jones, William W  
Julian, William  
Kaylor, Thomas O  
Kearns, Elizabeth  
Kelley, Madgie  
Kelley, William E  
King, Cecil  
Klinger, Alvin  
Kosonovich, Melia  
Kramer, Michelle  
Kuhar, Mark  
Kuhl, Frederick  
Kuhn, Paul  
Lahetta, James  
Lane, Jimmy M  
Larsen, Robert D  
Lay, Dale  
Lebold, Dennis  
Legg, Douglas  
Lewis, Ruby Mae  
Lewis-Goetz & Company, Inc.

Little, Howard H  
Locker, Guy L  
Lockhart, Murl L  
Long, Frederick & Peggy  
Longshaw, John  
Loughery, Darlene  
Love, William A  
Loveless, Elton B  
Lowery, Robert W  
Lucius, Peggy  
Malanowski, Michael  
Mangano, Barbara And Anthony  
Marcotte, Gary Duane  
Marshman Jr, Herman  
Martin, Bobby Joe  
Matrix Pdm Engineering  
May, Thomas Wayne  
Mcbrayer, Otis  
Mccaa, Frank  
Mcelroy, Linda  
Mcfarren, Jerry  
Mcgee, Eddie  
Mcgee, Pauline  
Mcintosh, Paul  
Mcintyre, Dana  
Mckinney, Randy  
Mclain, Elmer  
Meincke, Mark  
Melnor Graphics  
Merrill, Jerome (Executor of Estate)  
Miles, Donald  
Miller, Franklin W  
Miller, Mary Lee  
Miller, Teresa A.  
Mills, Steven D  
Milner, Gena  
Miner, Norval M  
Monongahela Power Company  
Moody, Walt  
Moore, Judy  
Mount, li, Dale (Executor of Estate)  
Mowery, Jack  
Moyer, Kerri S.  
Muniz, Jorgie  
Myers, Judy Ann  
Myers, Kenneth  
Myers, Lawrence  
National Union Fire Insurance Company

First Energy Solutions

Needham, Robert P  
Newsome, William  
Nicols, Gary Lee  
Nixon, Dan  
Nlrb - Region 6  
Norfolk Southern Railway Company  
North Toledo Graphics, LLC  
Ocrc - Toledo  
Ollison, Grant  
Ottawa County Csea  
Pacific Sunwear Of California, Inc.  
Pagano, Richard  
Parker, Harold  
Parrish, Cheryl  
Pastor, Varlee  
Peabody Energy  
Peguero, Jose  
Peterman, Dean A  
Plott, Gregg  
Plucinski, Anthony  
Pocmont Properties, LLC  
Potomac Edison Comapny  
Potter, John H  
Purvis, Claudia  
Raymond, Cynthia  
Rebok, David  
Republic Powdered Metals, Inc.  
Rhoades, John L  
Richardson, Billy D  
Rico, Edward  
Ritzler, Joseph G.  
Rodriguez, Jose  
Rogers, Ron  
Rush, Peter (Executor Of Estate)  
Santiago, Francisco  
Scalise, Kristen M.  
Schmitt, Michele L.  
Sheret, William L.  
Shildwachter, Richard  
Shirley, Mildred  
Shores, Eugene  
Shropshire, Joseph  
Shuler, Brenda L  
Shuler, George M  
Simonds, Mary  
Simonovich, William  
Smith, Charles S  
Sommer, Elaine

Stanko, George  
Steading, Robert E  
Steading, Ronald B  
Steele, Robert F  
Steigers, Robert Frank  
Stottlemire, Harry  
Struchen, Norman  
Suggs, Rosa  
Swann, Harold  
Swenson, Dennis  
Talley, William D  
Tapley, S.J.  
Tarpley, Dea  
Taylor, Jackie  
Taylor, John H  
Terretto, Nick  
Terry, Bluitt W  
Terry, Donald A  
Terry, Franklin D  
Terry, Jack H  
The Standard Register Company  
The State Of West Virginia Division of Highways  
Thornock, Leroy  
Timberlake, Herbert A  
Tindall, Gary And Charlotte  
Torres, Miguel  
Trail-Trans Allegheny Interstate Line Company  
Trousdale, Raymond D  
Tunnel Ridge, LLC  
Turner, Carl William  
UWUA Local 270  
UWUA Local 304  
UWUA Local 457  
Vanwave, Jeffrey  
Vidal Jr, Jose A  
Vires, David  
Wagner, Kenneth  
Walker, Cole R  
Warren, Billy Joe  
Watson, Charlie I  
Watson, Louise  
Webster, Vernon Jackson  
Weldon, John David  
Wells, Marvin E  
Westech  
Whaley, Brenda  
White, Donald Lee  
White, Edwin Ray

White, Elbert  
Williams, Walter  
Williamson, Robert E  
Willingham, Dorothy  
Wilson, Edward J  
Wilson, Robert Ernest And Joan Catherine  
Wilson, W. David  
Wolfe, Paul E.  
Wood, Wayne  
Wright, Billy M  
Wright, Johnnie L  
Yeater, Phillip M  
Yengich, Ronald S  
Young, Larry Eugene  
Yozwiak, William  
Yukovich, Elizabeth  
Zsigo, James  
Zuch, Robert

**Non-Affiliate Energy Distribution Companies**

Aep-Ohio  
Ameren Illinois Company  
"American Electric Power (Ohio Power and  
Columbus Southern)"  
Atlantic City Electric (Conectiv) (Phi - Exelon)  
Baltimore Gas & Electric Company  
ComEd (Exelon)  
Consumers Energy Company  
Dayton Power and Light Company  
Delmarva Power & Light Company  
Detroit Edison Company  
Duke Energy Ohio, Inc.  
Duquesne Light Company  
Jersey Central Power & Light (FirstEnergy)  
Metropolitan Edison Company and Pennsylvania  
Electric Company (FirstEnergy)  
Ohio Edison, Toledo Edison, Cleveland  
Illuminating (FirstEnergy)  
PECO Energy Company  
Pennsylvania Power Company/PennPower (First  
Energy)  
Pepco (Phi - Exelon)  
Potomac Edison Company Allegheny  
(FirstEnergy)  
PPL Electric Utilities Corporation  
Public Service Electric and Gas Company  
West Penn Power (FirstEnergy)

**Other Professionals**

Alston & Bird LLP  
American Arbitration Association  
Babst, Calland, Clements And Zomnir, P.C.  
Benesch, Friedlander, Coplan & Aronoff LLP  
Black McCuskey  
Brouse McDowell  
Brown Williams Moorhead & Quinn Inc  
Calfee Halter & Griswold LLP  
Carpenter McCadden & Lane LLP  
Civil & Environmental Consultants  
CRA International Incorporated  
Ct Corporation  
D4 LLC  
Davis Wright Tremaine LLP  
Deloitte & Touche  
Economists Incorporated  
Gibson Dunn & Crutcher LLP  
Giffen & Kaminski LLC  
Greenberg Traurig LLP  
Harrington Hoppe & Mitchell LTD.  
Hbr Consulting LLC  
Hepler Broom LLC  
Hunton & Williams LLP  
ICF Resources LLC  
J E Cichanowicz Incorporated  
Jackson Kelly PLLC  
Jeffrey S Levine (Energy Data, LLC)  
Jones Day  
Latham & Watkins LLP  
Law Firm of Russell R Johnson Iii  
Law Office of Kathy Kolich  
Marnen Mioduszewski Bordonaro Wagner &  
Sinnott, LLC  
McDermott Will & Emery LLP  
Mololamken LLP  
Morgan Lewis & Bockius LLP  
Navigant Consulting Incorporated  
Penny Legal Group, LLC.  
Penny Legal LLC  
Persun & Hamlin Pc  
Philip Elwell Troy, Esq.  
Porter Wright Morris & Arthur LLP  
Post & Schell Pc



## First Energy Solutions

Powergem LLC  
Quanta Technology LLC  
Quinn Emanuel Urquhart & Sullivan L  
Rawle & Henderson LLP  
Roetzel & Andress  
Ross Brittain & Schonberg Co LPA  
Scanlon Howley & Doherty Pc  
Skadden Arps Slate Meagher & Flom LLP  
Squire Patton Boggs Us LLP  
Sustainability Funding Alliance  
The Levicoff Law Firm  
Tucker Arensberg PC  
Van Ness Feldman LLP  
Wilkinson Barker Knauer LLP

### **Sale Leaseback Agreements**

Alexander Hamilton Life Insurance  
Bank of America Corp.  
Bank of New York  
Barclays PLC  
Beaver Valley Inc.  
Beaver Valley Two Pi L.P.  
Beaver Valley Two Rho  
Beaver Valley Two Sigma L.P.  
Chrysler  
Chrysler Consortium Corporation  
Citigroup Inc.  
Daimlerchrysler Ag  
Edison International  
Ford Motor Credit  
Ge Capital  
Hsbc Holdings Plc  
JP Morgan Chase & Co  
Mansfield 2007 Trust A  
Mansfield 2007 Trust B  
Mansfield 2007 Trust C  
Mansfield 2007 Trust D  
Mansfield 2007 Trust E  
Mansfield 2007 Trust F  
Met Life  
Mission Funding Alpha  
Mission Funding Beta  
Perry One Alpha L.P.  
Perry One Delta (Trust A)  
Perry One Delta (Trust B)  
Perry One Delta L.P. (Trust I)  
Perry One Delta L.P. (Trust II)

Perry One Gamma  
PNBV Capital Trust  
PNC Commercial  
Security Pacific  
State Street Corp.  
The Bank Of New York Trust Company, N.A.  
The Marmon Group  
The PNC Commercial Services Group  
Union Bank of California, N.A.  
Us Bank Trust National Association  
Wilmington Savings Fund Society, FSB

### **Significant Competitors**

AEP Energy  
Aspen Energy  
Calpine Corporation  
Constellation Newenergy  
Crius Energy LLC  
Direct Energy  
Dynegy  
Dynegy Inc.  
EDF Energy Services, LLC  
Energy Capital Partners III LLC  
Engie  
Exelon Generating Company, LLC  
Green Mountain Energy  
Integrus  
Interstate Gas Supply, Inc.  
Ls Power Equity Advisors, LLC  
Nextera Energy Resources Acquisitions LLC  
PSEG Services Corporation  
Riverstone Investment Group LLC  
Spark Energy, Inc.  
Vistra Energy Corp

### **Surety Bonds**

Ace Ina Group  
Borough of Shippingport  
Commonwealth of PA, Department of  
Environmental Protection  
Commonwealth of Pennsylvania  
Commonwealth of Pennsylvania Public Utility  
Commission  
Commonwealth of Pennsylvania, Department of  
Environmental Protection  
District of Columbia

## First Energy Solutions

Liberty Mutual Insurance Company  
New Jersey Board of Public Utilities  
Ohio Department of Natural Resources  
Pennsylvania Department of Environmental  
Protection, PA  
Pennsylvania Public Utility Commission  
The People of The State of Illinois  
Travelers Property Casualty Group  
U.S. Army Corp Of Engineers  
United States District Court Northern District of  
Ohio  
Us Department of Labor  
West Virginia Department of Transportation

### **Third Party Sales Agents**

Acclaim Energy Advisors  
Achieve Energy Solutions, LLC  
Adl High Voltage Inc.  
Advantage Services Inc  
Affiliated Power Purchase Intl.  
Agency Marketing Center Corporation DbA Buy  
Commercial Energy, Inc  
Alliance for Competitive Energy Services  
Alternative Utility Services, Inc  
Alternative-Esco LLC  
Ameresco, Inc  
Amerex Brokers LLC  
Americaapproved.Com  
American Municipal Power, Inc.  
American Municiple Power-Ohio Inc  
American Powernet Services  
Amgp Inc.  
Aspen Energy Corporation  
Asset Energy LLC  
Atlas Commodities  
Belden Energy Solutions Inc. Services Company  
Bidurenergy, Inc.  
Blue & Silver Energy Consulting, D/B/A Pro-Star  
Energy Services  
Blue Flame Energy Services  
Bmark Energy, Inc.  
Buckeye Energy Brokers, Inc.  
Ccaosc Energy Solutions, LLC  
Chamber Energy Solutions, LLC  
Choice Energy Resources, Inc.  
Choose Energy, Inc.  
Chrislynn Energy Services

City of Cincinnati  
City of Cleveland  
Commercial Utility Consultants, Inc.  
Community Energy Advisors  
Consumer Energy Solutions Inc.  
Cost Reduction Services  
Council of Small Enterprises (Cose)  
Creativenergy Options  
Cuc Global Inc  
Demand Response Partners, Inc  
Dillon Energy Services  
Diversified Energy Associates, Inc  
DJ Energy Consulting, LLC  
Eagle Energy LLC  
Ecova, Inc  
Edge Insights, Inc.  
Efficient Energy Solutions  
Electric Choice, Inc.  
Emerald Energy, Inc  
Emuna Energy, LLC  
Enercom Inc.  
Energy Auction Exchange DbA Energy  
Energy Consultants LLC  
Energy Enablement LLC  
Energy Management Solutions, Inc.  
Energy Market Exchange  
Energy Resources Group LLC  
Energy Savers, Inc.  
Energy Trust, LLC  
Energysolve LLC  
Enernoc, Inc.  
Executive Energy Services, LLC  
Flex Energy Management, LLC  
Gabel Associates  
Gandolfo Resources LLC  
Gem Energy, LLC  
Glenview Consulting Group, Nimec  
Global Energy Market Services LLC  
Goldstar Energy Group, Inc.  
Good Energy, Lp  
Great Lakes Energy  
Hb Hayes & Associates LLC DbA Alternative  
Energy Source  
Healthtrust Purchasing Group, L.P.  
Hospital Energy, LLC  
HP Technologies  
Ieu  
Illinois Energy Aggregation LLC

## First Energy Solutions

Incite Energy LLC  
Independent Energy Consultants  
Integrity Energy LTD..  
International Marketing Business Gr  
J. Andrew Associates  
Keytex Energy Solutions, LLC  
Lincoln Energy Group LLC  
Live Energy Inc  
Mid American Natural Resources, LLC  
Midwest Utility Consultants Inc  
Mobilenet Inc.  
MSI Utilities, Inc.  
Muirfield Energy Inc.  
MWV Consulting  
North Shore Energy Consulting, LLC  
Northeast Energy Advisors LLC  
Ohio Manufacturer'S Association  
Ohio School Pool: Buckeye Assoc of School  
Administration (Basa)  
Ohio School Pool: Ohio Association of School  
Business officials(Oasbo)  
Ohio School Pool: Ohio School Boards  
Association (Osba)  
Ohio School Pool: Ohio School Council (Osc)  
OML Energy Solutions  
Ondemand Energy, L.P.  
Onyx Power & Gas Consulting, LLC  
Option Energy LLC  
Palmer Energy Co. Inc.  
Palmer Energy Company  
Patriot Energy Group, Inc.  
Precept Energy LLC  
Premier Energy Group, LLC  
Premiere Marketing LLC  
Progressive Energy Group LLC  
Quifidence Energy  
Reflective Energy Solutions, LLC  
Rock River Energy Services  
Satori Energy  
Schneider Electric  
Scioto Energy, LLC  
Search Energy LLC  
Shiple Energy Company  
Simec Energy  
SJ Cobb & Associates Inc.  
Sprague Energy Solutions, Inc  
Star Energy Partners LLC  
Step Resources Consulting LLC

Strategic Aggregation Consultants,  
Summit Energy Services, Inc.  
Telco Pros. Inc.  
Telecom Consulting Inc.  
The Eastern Energy Procurement  
The Eric Ryan Corporation  
The Legacy Energy Group, LLC  
The Utilities Group Inc.  
Titan Energy - New England Inc  
Total Energy Resources  
TPI Efficiency  
Trebel LLC  
Unified Energy Services  
Unified Foodservice Purchasing Co-Op  
Usource, LLC  
Utilichoice International LLC  
Watts Marketing  
World Energy Solutions, Inc.  
Xencom Green Energy, LLC  
Your Choice Energy, LLC  
Zenergy

### Top 50 Unsecured Creditors

Areva Incorporated  
Babcock & Brown Wind Portfolio LLC  
BNSF Railway Company  
BP Energy Company  
Brand Energy Svcs LLC A Div Of Bran  
Commerzbank AG  
CSX Transportation, Inc  
Day & Zimmermann NPS  
Enerfab Power & Industrial Inc  
Energysolutions LLC  
General Electric International Inc  
Grabnar, John J.  
High Trail Wind Farm LLC  
Manoleras, Mark A.  
Midcontinent Independent System  
NAES Corporation  
Norfolk Southern Corporation  
PKMJ Technical Services Inc  
Rinckel, Jeannie M.  
The Atlantic Group  
The Bank of New York Mellon Trust Company,  
N.A.  
U S Nuclear Regulatory Commission  
Westech Engineering Incorporated

## First Energy Solutions

Westinghouse Electric Corp  
Wilmington Savings Fund Society, FSB

### **Unions**

International Brotherhood of Electrical Workers  
Local 0245  
International Brotherhood of Electrical Workers  
Local 0272  
International Brotherhood of Electrical Workers  
Local 029A  
International Brotherhood of Electrical Workers  
Local 029B  
International Brotherhood of Electrical Workers  
Local 1289  
International Brotherhood of Electrical Workers  
Local 1413  
International Brotherhood of Electrical Workers  
Local 2357  
International Brotherhood of Electrical Workers  
Local 29Mp  
Office & Professional Employees International  
Union Local 0019  
Utility Workers Union of America Local 0102  
Utility Workers Union of America Local 0270  
Utility Workers Union of America Local 0270Pt  
Utility Workers Union of America Local 0350  
Utility Workers Union of America Local 0351  
Utility Workers Union of America Local 0457  
Utility Workers Union of America Local 304

### **United States Trustee Office**

Belhorn, Scott  
Brosko, Marion  
Brulia, Elizabeth  
Cutwright, P. Elaine  
Donald, Monique  
Dugic, Tim  
Giannirakis, Maria D.  
Good, Amy  
Loeb, Helayne  
Lowe, Sharon V.  
Lowman, Catherine  
Mcdermott, Daniel M.  
Montanez, Lizette  
Patton, Tiara  
Rippy, Derrick

Saenz, Anita  
Simmons, Patrick  
Skowron, Sharon  
Thayer, Cynthia  
Thompson, Sherri  
Vara, Andy  
Weaver, John

### **Utilities**

American Electric Power Company  
American Waste Management  
AT&T  
Borough of Shippingport  
Carroll Water & Sewer Dist  
City of Ashtabula  
City of Chester  
City of Lorain Utilities Dept  
City of Oregon  
City of Painesville Utilities  
Comcast  
Division of Water City of Cleveland  
Dominion East Ohio Gas Company  
Duquesne Light Company  
First Communications LLC  
Frontier North Incorporated  
Hancock County Psd  
Hess Corporation  
Joseph J Brunner Incorporated  
Lake County Dept Of Utilities  
LDC Funding LLC DbA  
Manhattan Telecommunications Corp  
Metropolitan Edison Company  
Midland Water Authority  
Monongahela Power Company  
Northeast Ohio Natural Gas  
Northeast Ohio Regional  
Ohio Edison Company  
Pennsylvania Power Company  
Republic Waste Services Inc  
The Cleveland Electric Illuminating Company  
The Ohio Bell Telephone Company  
The Toledo Edison Company  
Time Warner Cable Enterprises LLC  
Verizon  
Village of Stratton  
Waste Management Strategic Accounts, Inc.  
Windstream Corporation

## First Energy Solutions

### Vendors

ABB Incorporated  
Akin Gump Strauss Hauer & Feld LLP  
American Electric Power Company  
Ameren Services Company  
Anthony J Pirc DBA Pirc Company  
Areva Incorporated  
Areva Nuclear Materials LLC  
Areva/Framatome  
Audio Visual Innovations Inc  
Avantech Incorporated  
Babcock & Brown Wind Portfolio LLC  
BCG Resources LLC  
BP Energy Company  
Brand Energy Svcs LLC A Div Of Bran  
Brand Scaffold Services LLC  
Burlington Northern & Santa Fe  
BWXT Nuclear Energy Incorporated  
Campbell Transportation Co Inc  
Cargill Power Markets LLC  
Carmeuse Lime Incorporated  
Casselman Windpower LLC  
CF Industries Sales LLC  
Chase Manhattan Realty Leasing  
Citigroup Energy Inc  
Civil & Environmental Consultants  
Coltec Industries Incorporated  
Commerzbank Ag  
Consolidation Coal Company  
Contura Energy Inc  
Dayton Power & Light Company  
Day & Zimmermann Nps  
Devonway Incorporated  
Duke Energy Ohio Incorporated  
Duke Energy Renewable Incorporated  
Duquesne Light Company  
Enerfab  
Enerfab Power & Industrial Inc  
Energy Solutions LLC  
Energysolutions LLC  
Energy USA Incorporated  
Engineering Planning &  
Ethosenergy Power Plant Svcs LLC  
FCX Performance Incorporated

First Quality Solutions  
Firstmerit Bank  
Flowserve  
Framatome Incorporated  
Ge-Hitachi Nuclear Energy  
Gem Industrial Incorporated  
General Electric International Inc  
Global Nuclear Fuel  
Goldman Sachs & Co  
Goldman Sachs & Company LLC  
Grant Thornton LLP  
Guttman Energy Incorporated  
High Trail Wind Farm LLC  
Iberdrola Renewables LLC  
Infrashield Incorporated  
Institute of Nuclear Power Ops  
Jefferson County Treasurer  
JSC Tenex  
Krayn Wind LLC Tas# 550308  
Lake County Treasurer  
Liquidmetal Coating Solutions LLC  
Louisiana Energy Services LLC  
Lucas County Treasurer  
Macquarie Energy LLC  
Macquarie Energy N America Trading  
Magesco Incorporated  
Maryland Solar Holdings Inc  
Marathon Petroleum Company LP  
Mascaro Construction Company LP  
Maxim Power (USA) Inc  
McCarl's Incorporated  
Metlife  
Meyersdale Windpower LLC  
Midcontinent Independent System Operator  
Incorporated  
Mike Pusateri Excavating Inc  
Morgan Stanley Capital Group Inc  
Morgan Staley Domestic Holdings In  
MPR Associates Incorporated  
MPW Industrial Services Group Inc  
Murray American River Towing Inc  
Naes Corporation  
Nalco Company LLC  
National Gypsum  
Nextera Energy Capital Holdings Inc  
Norfolk Southern Railway Co  
Nuclear Energy Institute  
Nuclear Power Outfitters LLC

Nuclear Regulatory Commission  
Ohio Edison  
Ohio Epa  
Ohio Power Company  
Ohio Valley Electric Corporation  
Opportune LLP  
Pall Corporation  
Pennsylvania Department of Revenue  
Petroleum Traders Corporation  
Pjm Settlement Inc  
Pkmj Inc  
Pkmj Technical Services Inc  
Pontoon Solutions Incorporated  
Securitas Critical Infrast Svcs Inc  
Siemens Demag Delaval  
Siemens Energy Incorporated  
Solvay Chemicals Incorporated  
State of Ohio Treasurer  
Structural Preservation Systems LLC  
Terraform Power LLC  
The Atlantic Group Incorporated  
The Babcox & Wilcox Company  
The Bank Of New York Mellon  
The Beaver Excavating Company  
Tn Americas LLC  
Traxys North America LLC  
Treasurer of Ottawa County  
Treasurer State of Ohio  
Triple Tech Incorporated  
U S Nuclear Regulatory Commission  
United States Enrichment Corp  
Univar USA Incorporated  
Urenco Limited  
Wageworks Incorporated  
Waste Management National Services  
Wectec Global Project Services Inc  
Wells Fargo Rail Corporation  
Westech  
Westinghouse Electric Company  
Westinghouse Electric Company LLC  
Westinghouse Electric Corp  
Willkie Farr & Gallagher LLP  
Wilmington Savings Fund Society FSB  
Zempleo Incorporated

**Schedule B** [Potential connections or related parties]

## FirstEnergy Solutions

### **Current and Former Clients of A&M and/or its Affiliates<sup>1</sup>**

3M Company  
ABB Power T&D Company Inc.  
ACE Bermuda Insurance Ltd.  
AllianceBernstein  
Allstate  
Ameren Services Company  
Ameresco, Inc.  
American Electric Power Company  
American Transmission Systems, Inc.  
AON Bermuda  
Arch Insurance Company  
Areva Incorporated  
AT&T  
Audio Visual Innovations Inc.  
AXIS Insurance Company  
Babcock & Brown Wind Portfolio LLC  
Babcock & Wilcox Company  
Baltimore Gas & Electric Company  
Banco Bilbao Vizcaya Argentina SA  
Bank of America  
Bank of New York Mellon  
Bank of Nova Scotia  
Barclays Bank  
Bayer Cropscience, Inc.  
BB&T Securities, LLC  
Beaver Valley Two Sigma LP  
Berkshire Hathaway Specialty Insurance Co.  
Blackrock, Inc.  
BMO Harris Bank NA  
BNP Paribas  
BNSF Railway Company  
Brown Brothers Harriman & Co.  
Buchanan Energy Company of Virginia, LLC  
Calpine Corporation  
Cargill Power Markets, LLC  
Carmuse Lime Incorporated

Cetera Investment Services LLC  
Charles Schwab & Co., Inc.  
Chrysler Consortium Corporation  
CIBC  
Citibank  
Citizens Bank  
CoBank  
Commerzbank AG  
Commonwealth of Pennsylvania, DEP  
Comcast  
Comdata Network Inc.  
Comerica Bank  
COR Clearing LLC  
Credit Agricole  
Credit Suisse  
CSX Transportation Incorporated  
Curtiss Wright Flow Control SVC Corp.  
D.A. Davidson & Co.  
De Lage Landen Financial Services, Inc.  
Deloitte & Touche  
Deutsche Bank AG  
Direct Energy  
District of Columbia  
Duke Energy Ohio, Inc.  
Dynegy  
Eagle Energy LLC  
EDF Energy  
Edward D. Jones & Co.  
Elliott Associates, LP  
Energy Capital Partners  
Engie  
Ernst & Young  
Exelon  
FCX Performance Incorporated  
Fidelity  
Fifth Third Bank  
First National Bank  
GE Energy Parts Incorporated  
GE-Hitachi Nuclear Energy  
GIC Pte Ltd.  
Global Aerospace, Inc.  
Goldman Sachs  
Goodyear Tire & Rubber Company  
Grant Thornton LLP  
Greenberg Traurig LLP  
Guggenheim  
Hess Corporationf

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<sup>1</sup> A&M and/ or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, to their portfolio or asset managers or their affiliates) in wholly unrelated matters.



## FirstEnergy Solutions

HSBC Holdings PLC  
Huntington National Bank  
Iberdrola Renewables LLC  
IGS Energy  
Illinois National Insurance Company  
Integrus  
Internal Revenue Service  
Jefferies  
JM Steel Group  
JPMorgan Chase  
Just Energy  
KeyBank  
KPMG LLP  
Lanier Consulting LLC  
Latham & Watkins LLP  
Lazard  
Liberty Mutual Insurance Company  
Lloyd's of London  
Louisiana Energy Services LLC  
LS Power Equity Associates, LLC  
Macquarie Energy N America Trading  
Manufacturers & Traders Trust Company  
Marathon Petroleum Company LP  
Marsh LLC  
Merrill Lynch Pierce Fenner & Smith  
Metlife  
Milbank Tweed Hadley & McCloy LLP  
Mizuho  
Moelis & Company  
Morgan Stanley  
NALCO Company LLC  
National Union Fire Ins Co of Pittsburgh  
Navigant Consulting Incorporated  
Navigators Insurance Company  
NextEra Energy Resources Acquisitions  
North Shore Energy Consulting, LLC  
Northern Trust Company  
Pershing LLC  
Peter Schoenfeld Asset Management  
PNC  
Premier Power Solutions  
Prime Clerk LLC  
PWC  
QBE Insurance Corporation  
Raymond James & Associates, Inc.  
Regions Bank

Riverside Energy Inc.  
Riverstone Investment Group LLC  
Robert W. Baird & Co. Inc.  
Royal Bank of Canada  
Royal Bank of Scotland  
Santander  
Schneider Electric  
Siemens Energy Incorporated  
Skadden Arps Slate Meagher & Flom LLP  
Solvay Chemicals Incorporated  
Sprague Energy Solutions, Inc.  
State of Illinois  
State of Maryland, Dept. of Transportation  
State of Ohio, Treasurer  
State Street Corp.  
Stephens Inc.  
Stifel Nicolaus & Co., Inc.  
Sumitomo Mitsui  
SVP  
T. Rowe Price Associates, Inc.  
Talbot Underwriting Services (US) Ltd.  
TD Bank  
Terraform Power LLC  
Time Warner Cable Enterprises LLC  
Titan Energy  
Total Energy Resources  
Travelers Casualty & Surety Co. of America  
U.S. Department of Energy  
U.S. Department of Labor  
U.S. Environmental Protection Agency  
U.S. Nuclear Regulatory Commission  
U.S. Securities & Exchange Commission  
U.S. Specialty Insurance Company  
U.S. Steel  
UBS Financial Services Inc.  
USAA  
Union Bank/Bank of Tokyo Mitsubishi  
Univar USA Inc.  
URS Corporation  
US Bank  
Vanguard Group, Inc.  
Verizon  
Waste Management Strategic  
Wells Fargo  
Westinghouse Electric Company  
XL Insurance Bermuda Ltd.

## FirstEnergy Solutions

Zurich American Insurance Company

### **Significant Equity Holders of Current and Former A&M Clients<sup>2</sup>**

3M Company

ABB Power T&D Company Inc.

AllianceBernstein

Allstate

Ameren Services Company

Areva Incorporated

AT&T

Bank of America

Bank of New York Mellon

Bank of Nova Scotia

Barclays Bank

Bayer Cropscience, Inc.

BB&T Securities, LLC

Berkshire Hathaway Specialty Insurance Co.

Blackrock, Inc.

BMO Harris Bank NA

BNP Paribas

Capital Group

Cargill Power Markets LLC

Charles Schwab & Co., Inc.

Chrysler Consortium Corporation

CIBC

Cintas Corporation

Citibank

Citizens Bank

Coltec Industries Incorporated

Comcast

Comerica Bank

Commerzbank AG

Constellation NewEnergy

Credit Agricole

Credit Suisse

CSX Transportation, Inc.

Detroit Edison Company

Deutsche Bank AG

Duke Energy Ohio, Inc.

EDF Energy

Edison International

Elliott Associates, LP

Energy Capital Partners

Enernoc, Inc.

Exelon

Fidelity

Fifth Third Bank

First National Bank

FirstEnergy Corp.

GE Energy Parts Incorporated

GIC Pte Ltd.

Goldman Sachs

Greylock LP

Guggenheim

Hess Corporation

HSBC Holdings PLC

Industrial & Commercial Bank of China

Ingalls

Integrus

Interstate Gas Supply, Inc.

Iron Mountain Information Management

Jefferies

JPMorgan Chase

Kelley, William E.

Lazard

Leibert North America, Inc.

Liberty Mutual Insurance Company

Lord Abbett

LS Power Equity Associates, LLC

Macquarie Energy N America Trading

Marathon Petroleum Company LP

Marsh LLC

Merrill Lynch Pierce Fenner & Smith

Metlife

Mizuho

Moelis & Company

Morgan Stanley

Northern Trust Company

Nuveen

Oppenheimer & Co. Inc.

Pension Benefit Guaranty Corporation

Pershing LLC

PTTGC America LLC

Raymond James & Associates, Inc.

Regions Bank

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<sup>2</sup> These parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds or trusts managed by such managers) are significant equity holders of clients or former clients of A&M or its affiliates in wholly unrelated matters.

## FirstEnergy Solutions

Richardson, Billy D.  
Riverstone Investment Group LLC  
Robert W. Baird & Co. Inc.  
Royal Bank of Canada  
Royal Bank of Scotland  
Santander  
Siemens Energy Incorporated  
Standard Register Company  
State Street Corp.  
Sumitomo Mitsui  
T. Rowe Price Associates, Inc.  
Taylor, John H.  
TD Bank  
Terraform Power LLC  
Toledo Edison Company  
Total Energy Resources  
Travelers Casualty & Surety Co. of America  
U.S. Environmental Protection Agency  
UBS Financial Services Inc.  
Union Bank/Bank of Tokyo Mitsubishi  
Universal Protection Service LP  
Urenco Limited  
URS Corporation  
US Bank  
Vanguard Group, Inc.  
Verizon  
Vistra Energy  
Waste Management Strategic  
Wells Fargo  
Westinghouse Electric Company  
Zurich American Insurance Company

### **Creditors/Noteholders in A&M**

#### **Engagements**<sup>3</sup>

3M Company  
Akin Gump Strauss Hauer & Feld LLP

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<sup>3</sup> A&M is currently advising or has previously advised these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds managed by such managers) as noteholders or creditors or various creditors' or noteholders' committees in which these parties or their affiliates were members or which represented the interests of these parties or their affiliates.

AllianceBernstein  
Allstate  
AON Bermuda  
AT&T  
Baltimore Gas & Electric Company  
Banco Bilbao Vizcaya Argentina SA  
Bank of America  
Bank of New York Mellon  
Bank of Nova Scotia  
Barclays Bank  
Blackrock, Inc.  
BMO Harris Bank NA  
BNP Paribas  
Brown Brothers Harriman & Co.  
Capital Group  
Cargill Power Markets LLC  
CIBC  
Citibank  
Citizens Bank  
CoBank  
Comerica Bank  
Commerzbank AG  
Credit Agricole  
Credit Suisse  
CSX Transportation Incorporated  
Deutsche Bank AG  
EDF Energy  
Elliott Associates, LP  
Ernst & Young  
Exelon  
Fidelity  
Goldman Sachs  
GE Energy Parts Incorporated  
HSBC Holdings PLC  
Huntington National Bank  
Industrial & Commercial Bank of China  
Integrus  
Internal Revenue Service  
Iron Mountain Information Management  
JPMorgan Chase  
KeyBank  
Konica Minolta Business Solutions  
Lord Abbett  
Merrill Lynch Pierce Fenner & Smith  
Metlife  
Mizuho

## FirstEnergy Solutions

Morgan Stanley  
Northern Trust Company  
Nuveen  
Oppenheimer & Co. Inc.  
Pension Benefit Guaranty Corporation  
Pershing LLC  
Philips Medical Systems Ultrasound  
PNC  
PTTGC America LLC  
Regions Bank  
Royal Bank of Canada  
Royal Bank of Scotland  
Siemens Energy Incorporated  
State Street Corp.  
Sumitomo Mitsui  
T. Rowe Price Associates, Inc.  
TD Bank  
Team Industrial Services  
Toledo Edison Company  
UBS Financial Services Inc.  
Union Bank/Bank of Tokyo Mitsubishi  
US Bank  
Vanguard  
Verizon  
Waste Management Strategic  
Wells Fargo  
Windstream Corporation

### **Professionals & Advisors**<sup>4</sup>

Akin Gump Strauss Hauer & Feld LLP  
Alix Partners  
Alston & Bird LLP  
AON Bermuda  
Babcock & Wilcox Company  
Babst Calland Clemtns & Zomnir  
Benesch Friedlander Coplan  
Brouse McDowell  
Calfee Halter & Griswold LLP  
Charles Schwab & Co., Inc.  
Cozen O'Connor

Crowell & Moring LLP  
CT Corporation  
Davis Wright Tremaine LLP  
Deloitte & Touche  
Duane Morris LLP  
Ernst & Young  
GAI Consultants Incorporated  
Gibson Dunn & Crutcher LLP  
GLC Advisors & Co., LLC  
Grant Thornton LLP  
Greenberg Traurig LLP  
Guggenheim  
Haynes & Boone LLP  
Hepler Broom LLC  
Hogan Lovells  
Hunton & Williams  
Jackson Kelly PLLC  
Jackson Lewis LLP  
Jefferies  
Jones Day  
Kirkland & Ellis LLP  
KPMG LLP  
Kramer Levin Naftalis & Frankel  
Lanier Consulting LLC  
Latham & Watkins LLP  
Lazard  
Levicoft Law Firm  
Lewis Brisbois Bisgaard & Smith LLP  
Litchfield Cavo LLP  
Locke Lord Bissell & Liddell LLP  
Loomis Ewert Parsley Davis  
Marsh LLC  
McDermott Will & Emery LLP  
Milbank Tweed Hadley & McCloy LLP  
Moelis & Company  
Morgan Lewis & Bockius LLP  
Navigant Consulting Incorporated  
O'Melveny & Meyers LLP  
Ohio Bureau of Workers' Compensation  
Opportune Company  
Pension Benefit Guaranty Corporation  
Porter Wright Morris & Arthur LLP  
Post & Schell PC  
Prime Clerk LLC  
PWC  
Quinn Emanuel Urquhart & Sullivan

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<sup>4</sup> These professionals have represented clients in matters where A&M was also an advisor (or provided interim management services) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

## FirstEnergy Solutions

Reed Smith LLP  
Sargent & Lundy LLC  
Sidley Austin LLP  
Simpson Thatcher & Bartlett  
Skadden Arps Slate Meagher  
Squire Patton Boggs US LLP  
Steptoe & Johnson PLLC  
Stifel Nicolaus & Co., Inc.  
Tucker Ellis LLP  
URS Corporation  
Van Ness Feldman LLP  
Venable LLP  
Wilkie Farr & Gallagher LLP  
Windels Marx Lane  
Winston & Strawn

### **Significant Joint Venture Partners<sup>5</sup>**

3M Company  
Allstate  
AT&T  
Bank of America  
Barclays  
Cargill Power Markets LLC  
Ford Motor Credit  
GE Energy Parts Inc.  
Goldman Sachs  
JPMorgan  
Macquarie Energy N America Trading  
Metlife  
Siemens Energy Incorporated  
State of Ohio, Treasurer  
State Street Corp.  
Sumitomo Mitsui  
Toulon Development Corporation  
Vanguard Group, Inc.

### **Board Members<sup>6</sup>**

Anderson, Michael J.  
Brown, Robert L.

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<sup>5</sup> These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

<sup>6</sup> These parties or their affiliates are board members of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

Demetriou Steven J.  
George, John  
Higgins, John  
Jenkins, James  
Lash, James H.  
Levine, Jeffrey S.  
Novak, Ernest J. Jr.  
O'Neill, James F. III  
Rogers, Ron  
Steele, Robert F.  
Taylor, John  
Watson, Charlie I.

### **A&M Vendors<sup>7</sup>**

3M Company  
Acclaim Energy Advisors  
Akin Gump Strauss Hauer & Feld LLP  
Alix Partners  
Alston & Bird LLP  
American Arbitration Association  
Associated Electric & Gas Ins Services Ltd.  
AT&T  
Atlantic Group Incorporated  
Audio Visual Innovations Inc.  
Bank of America  
Bank of New York Mellon  
BMO Harris Bank NA  
BNP Paribas  
Cintas Corporation  
Citibank  
Clerac LLC dba Enterprise Rent-A-Car  
Comcast  
ComEd  
Cornerstone Records Management LLC  
Cozen O'Connor  
CT Corporation  
De Lage Landen Financial Services, Inc.  
Deloitte & Touche  
Deutsche Bank AG  
EDF Energy  
Ernst & Young

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<sup>7</sup> These parties or their affiliates provide or have provided products, goods and/or services (including but not limited to legal representation) to A&M and/or its affiliates

## FirstEnergy Solutions

Federal Insurance Company  
Fidelity  
GE Energy Parts Incorporated  
Goldman Sachs  
Grant Thornton LLP  
Greenberg Traurig LLP  
Haynes & Boone LLP  
Hogan Lovells  
HSBC Holdings PLC  
Hunton & Williams  
Iron Mountain Information Management  
Jackson Kelly PLLC  
Jackson Lewis LLP  
Jones Day  
JPMorgan Chase  
Kirkland & Ellis LLP  
Konica Minolta Business Solutions  
KPMG  
Kramer Levin Naftalis & Frankel  
Lanier Consulting LLC  
Latham & Watkins LLP  
Lloyds of London  
Locke Lord Bissell & Liddell LLP  
Marsh LLC  
McDermott Will & Emery LLP  
Merrill Lynch Pierce Fenner & Smith Inc.  
Metlife  
Meyer Unkovic & Scott LLP  
Moelis & Company  
Morgan Lewis & Bockius LLP  
National Union Fire Ins Co of Pittsburgh  
Navigant Consulting Incorporated  
Platts  
PNC  
PWC  
Quinn Emanuel Urquhart & Sullivan  
Reed Smith LLP  
Royal Bank of Scotland  
Santander  
Schneider Electric  
Sidley Austin LLP  
Simpson Thatcher & Bartlett  
Skadden Arps Slate Meagher  
Squire Patton Boggs US LLP  
Steptoe & Johnson PLLC  
Summit Energy Services, Inc.

Time Warner Cable Enterprises LLC  
Travelers Casualty & Surety Co. of America  
US Bank  
USAA  
Vanguard Group, Inc.  
Venable LLP  
Verizon  
Vistra Energy  
Wells Fargo  
Wilkie Farr & Gallagher LLP  
Winston & Strawn  
XL Insurance Bermuda Ltd.  
Zurich American Insurance Company

**Exhibit C**

**Proposed Order**

|   |   |                            |
|---|---|----------------------------|
|   | ) | Chapter 11                 |
| In re:  | ) |                            |
|   | ) | Case No. 18-50757          |
| FIRSTENERGY SOLUTIONS CORP., <i>et al.</i> , <sup>1</sup> | ) | (Jointly Administered)     |
|   | ) |                            |
| Debtors.  | ) |                            |
|   | ) | Hon. Judge Alan M. Koschik |
|   | ) |                            |

Upon the application, dated March 31, 2018 (the “Application”)<sup>2</sup> of FirstEnergy Solutions Corp., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), for authorization to retain Alvarez & Marsal North America, LLC (“A&M”) to provide the Debtors with a CRO and certain Additional Personnel (as described in the Application) and designate Charles Moore as the Debtors’ CRO, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter annexed to the Application as Exhibit A and the Moore Declaration annexed to the Application as Exhibit B, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and grant the

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.



requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having provided notice of the Application and Hearing (as defined below) to the Notice Parties; and the Court having held a hearing to consider the requested relief (the “**Hearing**”); and the record of the Hearing, and all of the proceedings before the Court, the Court finds and determines that the requested relief is in the best interests of the Debtors, their estates, creditors, and all parties in interest; the Debtors have provided due and proper notice of the Application and Hearing and no further notice is necessary; the legal and factual bases set forth in the Application establish just and sufficient cause to grant the requested relief herein; **IT IS HEREBY ORDERED THAT:**

1. The Application is granted to the extent set forth herein.
2. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved.
3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain A&M to provide the Debtors with a CRO and certain Additional Personnel and to designate Charles Moore as the Debtors’ CRO, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter, subject to the following terms, which apply notwithstanding anything in the Engagement Letter or the Application or any Exhibits related thereto to the contrary:
  - (a) A&M and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.

- (b) In the event the Debtors seek to have A&M personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.
- (c) A&M shall file with the Court with copies to the U.S. Trustee and all official committees, a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.
- (d) No principal, employee or independent contractor of A&M and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases.
- (e) A&M shall file with the Court, and provide notice to the U.S. Trustee and all official committees, reports of compensation earned and expenses incurred on a quarterly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. All compensation shall be subject to review by the Court in the event an objection is filed.
- (f) Notwithstanding the requirements of paragraph (e) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by A&M for fees and expenses incurred in connection with A&M's retention.
- (g) Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.
- (h) For a period of three years after the conclusion of the engagement, neither A&M nor any of its affiliates shall make any investments in the Debtors or the Reorganized Debtors.
- (i) A&M shall disclose any and all facts that may have a bearing on whether A&M, its affiliates, and/or any individuals working on the engagement

have any interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. The obligation to disclose identified in this subparagraph is a continuing obligation.

4. A&M shall provide ten (10) business days' notice to the Debtors and the U.S. Trustee before any increases in the rates set forth in the Application are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds.

5. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, the Engagement Letter and/or the services provided by the Engagement Personnel.

# # #

**SUBMITTED BY:**

/s/

---

**BROUSE MCDOWELL LPA**

Marc B. Merklin (0018195)  
Kate M. Bradley (0074206)  
Bridget A. Franklin (0083987)  
388 South Main Street, Suite 500  
Akron, OH 44311-4407  
Telephone: (330) 535-5711  
Facsimile: (330) 253-8601  
mmerklin@brouse.com  
kbradley@brouse.com  
bfranklin@brouse.com

- and -

**AKIN GUMP STRAUSS HAUER & FELD LLP**

Ira Dizengoff (admitted *pro hac vice*)  
Abid Qureshi (admitted *pro hac vice*)  
Brad Kahn (admitted *pro hac vice*)  
One Bryant Park  
New York, New York 10036  
Telephone: (212) 872-1000  
Facsimile: (212) 872-1002  
idizengoff@akingump.com  
aqureshi@akingump.com  
bkahn@akingump.com

- and -

Scott Alberino (admitted *pro hac vice*)  
Kate Doorley (admitted *pro hac vice*)  
1333 New Hampshire Avenue, N.W.  
Washington, D.C. 20036  
Telephone: (202) 887-4000  
Facsimile: (202) 887-4288  
salberino@akingump.com  
kdoorley@akingump.com

*Proposed Counsel for Debtors  
and Debtors in Possession*

**Exhibit D**

**Dispute Resolution Procedures**

### **Dispute Resolution Procedures**

The following procedures shall be used to resolve any controversy or claim (a “Dispute”) as provided in this agreement. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

#### **Mediation**

A dispute shall be submitted to mediation by written notice to the other party or parties. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association (“AAA”) or JAMS/Endispute at the request of a party. Any mediator so designated must be acceptable to all parties.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

### **Arbitration**

If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute will be settled by arbitration and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof. The arbitration will be conducted in accordance with the procedures in this document and the Arbitration Rules for Professional Accounting and Related Services Disputes of the AAA.